

PROCUREMENT NOTICE

**State of Connecticut
Department of Social Services
Fiscal Intermediary Services
Request for Proposals
FIS RFP 11232021**

The State of Connecticut, Department of Social Services (DSS), Department of Developmental Services (DDS), and Department of Aging and Disability Services (ADS) are seeking proposals from Fiscal Intermediary vendors to administer fiscal intermediary services for specific programs within each of the three Departments.

A single contract shall be issued to a selected vendor for the fiscal intermediary services. The term of the contract shall be three (3) years and the contract is anticipated to begin on June 1, 2022 with an inclusive transition phase of no more than six (6) months ending no later than November 30, 2022 and continue through December 31, 2025. There shall be two (2) one-year options that may be exercised at the sole discretion of the Departments.

The Request for Proposals is available in electronic format on the State Contracting Portal by filtering by Organization for Department of Social Services at:

<https://portal.ct.gov/DAS/CTSource/BidBoard>

The RFP is also available on the:

- CT Department of Social Services' website at: <http://www.ct.gov/dss/rfp>
- CT Department of Development Services at: <https://portal.ct.gov/DDS/RFPs/General/RFP>
- CT Department of Aging and Disability Services at <https://portal.ct.gov/AgingandDisability/Content-Pages/Main/Publications>

The Department of Social Services (DSS) is the lead agency for this procurement. The DSS in partnership and consultation with DDS and ADS reserves the right to reject any and all proposals or cancel this procurement at any time if it is deemed in the best interest of the State of Connecticut. The Departments are Equal Opportunity/Affirmative Action Employers. Deaf and hearing-impaired persons may use a TTY by calling 1-800-671-0737.

There shall be an optional, virtual RFP conference on: 12/1/2021

There is a MANDATORY Letter of Intent due on: 12/6/2021

Responses must be received no later than February 10, 2022 at 2:00 PM EST

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SECTION I. GENERAL INFORMATION

■ A. INTRODUCTION

1. RFP Name or Number

Fiscal Intermediary Services Request for Proposals (**FIS RFP 11232021**).

2. RFP Summary

The State of Connecticut, Department of Social Services (DSS), Department of Developmental Services (DDS), and Department of Aging and Disability Services (ADS), collectively referred to as "the Departments", are seeking proposals from Fiscal Intermediary (FI) vendors to administer FI services for specific programs within each of the Departments. A single contract shall be issued to a selected vendor for the FI services described herein. The RFP and resultant contract shall specify the terms that apply to FI services for all Departments and those requirements that are Department specific.

3. RFP Purpose

This RFP will procure FI Services for DDS, DSS, and ADS. Each Department serves populations of individuals with disabilities, older adults, and others who require personalized support services and care. To allow for the greatest level of autonomy and self-determination for these populations, the Departments provide personalized budgets to individuals and their families that allow them to directly employ support staff and other service providers of their choice. The FI serves a vital role in managing these programs, assisting Employers in hiring and paying service providers, and providing accurate accounting and tracking of budgets and services provided.

Key outcome goals for this procurement: To select and contract with a FI vendor that:

- Provides clearly defined, comprehensive FI services to Participants, families, and Employers, designed and implemented to benefit all, by empowering the ability to pursue lifelong opportunities and facilitate personal choices.
- Establishes strong relationships, encourages open and transparent communications, meets or exceeds performance standards and service level agreements complaints, and ensures accountability to the Departments.
- Develops, implements and maintains clearly defined and well-established roles consistent with the principles of self-direction, for the FI, the Employer, the Employee. This will serve as guidance to the FIs, in how they may assist, as well as to empower the Employer.
- Provides clarity, guidance and understanding to Employers and others, as approved by the Departments, as applicable, on the management of individual Participants' budgets.
- Provides quality, responsive customer service that contributes to autonomy and empowerment.

Ensures smooth and seamless transitions between Employers and Employees, without disruption of services to the Participants.

- 4. Commodity Codes.** The services that the Departments wish to procure through this RFP are as follows:
- 80000000: Management and Business Professionals and Administrative Services
 - 85000000: Healthcare Services
 - 84000000: Financial and Insurance Services

■ B. INSTRUCTIONS

- 1. Official Contact.** The Departments have designated DSS as the lead agency for this procurement and the individual below as the Official Contact for purposes of this RFP. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Departments. Proposer, prospective proposers, and other interested parties are advised that any communication with any other employee(s) of the Departments (including appointed officials) or personnel under contract to any of the Departments about this RFP is strictly prohibited. Proposer or prospective proposers who violate this instruction may risk disqualification from further consideration.

Name: Anila Ceka
Address: State of Connecticut, Department of Social Services
55 Farmington Ave., Hartford, CT 06105
E-Mail: DSS.Procurement@ct.gov

Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact.

- 2. Registering with State Contracting Portal.** Respondents must register with the State of CT contracting portal at <https://portal.ct.gov/DAS/CTSource/Registration> if not already registered. Respondents shall submit the following information pertaining to this application to this portal (on their supplier profile), which will be checked by the Agency contact.
- Secretary of State recognition – Click on appropriate response
 - Non-profit status, if applicable
 - Notification to Respondents, Parts I-V
 - Campaign Contribution Certification (OPM Ethics Form 1):
<https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>
- 3. RFP Information.** The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Internet at the following locations:
- Department Social Services' RFP Web Page
 - <http://www.ct.gov/dss/rfp> Department Development Services' RFP Web Page
<https://portal.ct.gov/DDS/RFPs/General/RFP>
 - Department Aging and Disability Services' RFP Web Page
<https://portal.ct.gov/AgingandDisability/Content-Pages/Main/Publications>
 - State Contracting Portal (go to the CTSource bid board, filter by "Department of Social Services" at <https://portal.ct.gov/DAS/CTSource/BidBoard>)

It is strongly recommended that any proposer respondent or prospective proposer interested in this procurement check the Bid Board for any solicitation changes. Interested proposers may receive additional e-mails from CTSource announcing

addendums that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

- 4. Procurement Schedule.** See below. Dates after the due date for proposals ("Proposals Due") are non-binding target dates only (*). The Department may amend the schedule as needed. Any change to non-target dates will be made by means of an amendment to this RFP and will be posted on the State Contracting Portal and, if available, the Department's RFP Web Page.

- RFP Released: 11/23/2021
- Virtual Conference: 12/01/2021; 10:00 am-12:00 pm (noon)
- Mandatory Letter of Intent Due: 12/06/2021
- Deadline for Questions: 12/10/2021
- Answers Released (*): 12/23/2021
- Proposals Due: 02/10/2022
- (*) Proposer Selection: 03/31/2022
- (*) Start-up Transition Phase: 06/01/2022
- (*) Start of Contract: No later than 12/1/2022

- 5. Contract Awards.** The award of any contract pursuant to this RFP is dependent upon the availability of funding.

The term of the contract shall be three (3) years and the contract is anticipated to begin on December 1, 2022 with an inclusive transition phase of no more than six (6) months, and continue through December 31, 2025. There shall be two (2) one -year options that may be exercised at the discretion of the Departments.

- 6. Eligibility.** Private provider organizations (defined as non-state entities that are either nonprofit or proprietary corporations or partnerships). Individuals who are not a duly formed business entity are ineligible to participate in this procurement.

- 7. Minimum Qualifications of Respondents.** To qualify for a contract award, a Respondent must have the following minimum qualifications:

- a. Currently provide and bill for FI functions/financial management services (FMS),
- b. A minimum of five (5) years of experience working with bills for, FI functions/Financial Management Services (FMS), and
- c. A minimum of one (1) year of experience using Electronic Visit Verification (EVV) systems for payroll services.

- 8. RFP Virtual Conference.** An optional virtual RFP conference will be held to entertain clarifying questions from prospective proposers about this RFP. Interested participants must [click the link here to join the conference](#). Attendance at the virtual conference is optional but is strongly encouraged. Please click the link here to follow [Instructions Attending Microsoft Teams Meeting](#). The RFP will not be available at the virtual RFP Conference. At the virtual conference, attendees will be provided an opportunity to submit written questions, which the Departments' representatives may (or may not) answer. Any oral answers given at the virtual conference by a representative of any of the Departments are tentative and not official. All questions submitted will be answered in a written amendment to this RFP, which will serve as the official response to questions asked at the virtual conference. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such.

- 9. MANDATORY Letter of Intent.** A Letter of Intent (LOI) is required by this RFP. The LOI is non-binding and does not obligate the sender to submit a proposal. The LOI

must be submitted to the Official Contact by e-mail by the deadline established in the Procurement Schedule. The LOI must clearly identify the sender, including name, postal address, telephone number, e-mail address and state whether the Prospective Respondent's intention is to integrate FI services with the state's existing EVV system or propose a new EVV system solution. It is the sender's responsibility to confirm the designated Official Contact's receipt of the LOI. Failure to submit the required LOI in accordance with the requirements set forth herein shall result in disqualification from further consideration.

10. Inquiry Procedures. All questions regarding this RFP or the procurement process must be directed, in writing, electronically, (e-mail) to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline(s) will be answered. However, questions from unknown sources (i.e., nuisance or anonymous questions) and/or questions deemed unrelated to the RFP or the procurement process will not be answered. At the Departments' discretion, questions received after the deadline may not be answered. The Departments reserve the right to answer questions only from those who have submitted the MANDATORY letter of intent. Similar questions may be combined with a single response. All questions and answers will be compiled into a written amendment to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such.

Answers to questions will be released on the date(s) established in the Procurement Schedule. Any and all amendments to this RFP will be published by DSS on the State Contracting Portal and, if available, on the individual Departments' RFP Web Page.

11. Proposal Due Date and Time. The Official Contact is the **only authorized recipient** of proposals submitted in response to this RFP. Proposals must be received by the Official Contact on or before the due date and time:

- **Due Date:** February 10, 2022
- **Time:** 2:00 p.m. Eastern Standard Time

The submission of the electronic copy of the proposal must be emailed to the Official Contact for this RFP to **DSS.Procurement@ct.gov**.

The subject line of the email must read: **FIS RFP 11232021**

Proposals received after the due date and time will be ineligible and will not be evaluated. DSS, as the lead agency for this procurement, will send an official letter alerting late respondents of ineligibility.

THIS IS AN ELECTRONIC SUBMISSION. Please be aware of the amount of time it may take for an electronic submission to be sent from one server and accepted by another server. Each file sent to the official contact, **MUST NOT** be larger than 35 MB per e-mail.

An acceptable submission must include the following:

- One (1) conforming electronic copy of the original proposal.

The proposal **must** be complete, properly formatted and outlined, and ready for evaluation by the Evaluation Committee. Unsigned proposals will not be evaluated.

The electronic copies of the proposal must be compatible with Microsoft Office Word, except for the Budget and Budget Justification, which may be compatible with Microsoft Office Excel. Only the required forms and appendices may be scanned and submitted as PDFs at the end of the main proposal document. Respondents are responsible to ensure there are not additional IT limitations from the provider side.

Proposals received after the due date and time may be accepted by the Department as a clerical function, but late proposals will not be evaluated. At the discretion of the Department, late proposals may be deleted.

12. Multiple Proposals. The submission of multiple proposals is not an option for this procurement.

SECTION II. PURPOSE OF RFP AND SCOPE OF SERVICES

The primary stakeholders for this procurement are:

- Department of Social Services (DSS);
- Department of Development Services (DDS); and
- Department of Aging and Disability Services (ADS).

The three Departments have joined in this initiative to procure Fiscal Intermediary Services. DSS shall be the lead agency for FIs RFP.

■ A. DEPARTMENTS OVERVIEW

A.1 Department of Social Services

The Department of Social Services (DSS) delivers and funds a wide range of programs and services as Connecticut's multi-faceted health and human services agency. DSS serves about 1.3 million residents of all ages in all 169 Connecticut cities and towns. DSS supports the basic needs of children, families, older and other adults, including persons with disabilities. Services are delivered through 12 field offices, central administration, and online and phone access options. With service partners, DSS: Provides federal/state food and economic aid, health care coverage, independent living and home care, social work, child support, home-heating aid, protective services for older adults, and more vital service areas.

Supports the health of over 1,000,000 residents through HUSKY Health (Medicaid & Children's Health Insurance Program) in 2021, including medical, dental, behavioral health, prescription medications, long-term services and supports. Helps over 400,000 residents afford food and supports Connecticut's economy with federally funded Supplemental Nutritional Assistance Program (SNAP).

The Department is headed by the Commissioner of Social Services and there are two Deputy Commissioners, a Deputy Commissioner for Finance and Administration and a Deputy Commissioner for Program and Operations.

Vision

We envision a Connecticut where all are healthy, secure, and thriving.

Mission

To make a positive impact on the health and well-being of Connecticut's individuals, families, and communities.

Values

- Pride in Public Service
- Excellence and Integrity
- Compassion and Empathy
- Equity and Inclusion
- Racial Justice
- Collaboration and Communication Learning and Innovation

A.2 Department of Developmental Services

The Department of Developmental Services (DDS)

DDS is responsible for the planning, development, and administration of complete, comprehensive and integrated statewide services for persons with intellectual disability and persons medically diagnosed as having Prader-Willi Syndrome. DDS provides services, within available appropriations, through a decentralized system that relies on private provider agencies under contract or enrolled with the Department in addition to self-directed and State-operated services. These services include residential service and in-home supports, day services and employment support, family support, respite, case management, and other periodic services such as transportation, interpreter services, and clinical services.

Vision and Values:

All citizens supported by the Department of Developmental Services are valued contributors to their communities as family members, friends, neighbors, students, employees, volunteers, members of civic and religious associations, voters and advocates. These individuals:

- Live, learn, work and enjoy community life in places where they can use their personal strengths, talents and passions.
- Have safe, meaningful and empowering relationships.
- Have families who feel supported from the earliest years and throughout their lifetimes.
- Have lifelong opportunities and the assistance to learn things that matter to them.
- Make informed choices and take responsibility for their lives and experience the dignity of risk.
- Earn money to facilitate personal choices.
- Know their rights and responsibilities and pursue opportunities to live the life they choose

Mission

We partner with the individuals we support and their families, to support lifelong planning and join with others to create and promote meaningful opportunities for individuals to fully participate as valued members of their communities.

A.3 Department of Aging and Disability Services

The Department of Aging and Disability Services (ADS) contains ten distinct programs, including two Vocational Rehabilitation (VR) programs. The general VR program, situated within the Bureau of Rehabilitation Services (BRS), serves individuals with all types of disability except those with a primary disability of legal blindness. Clients that are legally blind, as well as transition-aged youth with visual impairments are served by the state VR program for the Blind, which is housed within the Department's Bureau of Education and Services for the Blind (BESB). Clients that are legally blind and Deaf or hard of hearing are served by either BRS or BESB.

ADS provides a wide range of services to individuals with disabilities who need assistance in maintaining or achieving their full potential for self-direction, self-reliance, and independent living. The primary customers of the agency are individuals with disabilities, however within ADS's employment-based program they also have business/employers as a dual customer.

The Department is headed by the Commissioner of Aging and Disability Services. ADS administers services that are delivered on a statewide basis with Central Office support located in Hartford, CT.

Mission

Maximizing opportunities for the independence and well-being of people with disabilities and older adults in Connecticut.

Values

- Integrity: We interact honestly and fairly with all others, adhering to strong ethics, values and principles.
- Respect: We value and recognize others for their unique skills, talents and contributions, and are considerate in all interactions.
- Professionalism: We are mindful of our daily conduct and strive to have the highest work standards with a courteous attitude.
- Open Communication: We encourage the sharing of information and knowledge in an accurate, honest and supportive way.

■ B. PROGRAM OVERVIEW

B.1 Structure and Design

The Department of Social Services (DSS), the Department of Developmental Services (DDS), and the Department of Aging and Disability Services (ADS), collectively referred to as the Departments, serve populations of individuals with disabilities, older adults, and others who require personalized support services and care. To allow for the greatest level of autonomy and self-determination for these populations, each Department provides personalized budgets to individuals and their families that allow them to directly employ care assistants and other service providers of their choice. The Departments are seeking proposals from Fiscal Intermediary (FI) vendors, to facilitate and provide the self-directed support services, including the management of individual budgets, to the individuals served by the Departments' self-directed care programs (hereinafter "Participants"). The FI's role is vital to the Departments' ability to provide successful self-directed support options, and, as such shall be responsible for the integrity and consistent management of the self-directed supports for each of the Departments' programs described in Section B.4.

DDS/DSS/ADS recognize the historical challenges faced by FIs, especially around program growth, and policy changes. Self-directed supports are continuously expanding, at an average rate of approximately 25% each year. FIs need to maintain service levels and program integrity as the needs increase and as program requirements and policies are impacted by state and/or federal requirements. The FIs must be prepared to meet these challenges, along with meeting the needs of the population served. Information must be easily accessible, provided in a wide variety of languages, and be clearly understandable and explainable for the Participants in the populations served. The information must be accessible through the availability of various modes of communication. The FIs has important duties to fulfill and must be timely and thorough in meeting their responsibilities.

Participants self-direct their care and supports and, as such, need and require the reliable, timely and accurate services of the FI. Participants, as the Employer, rely on these services to retain their Employees. The services include processing the Employer's new Employees quickly and ensuring that the Employer's Employees are paid on time, and with minimal errors. Timely and accurate communication and information is imperative. The FIs must be able to report to the Departments in a timely, accurate and in a standardized fashion.

Through this RFP the Departments seek to procure an FI service model supported by modern, flexible, technological solutions that will efficiently handle payroll, reporting, and customer service functions for growing populations and continually evolving State and Federally funded self-directed programs and their related FI customers. The aim of the State is to not only enhance the lives of our Participants by simplifying the interactions between the Participants, Employees, and the FI, but to implement and operate a timely and effective troubleshooting process that prevents gaps in care coverage for Participants. Issues that impact achievement of goals must be addressed quickly as they arise. The FI must be able to first and foremost respond to the needs of the Participants throughout Connecticut. Additionally, the FI must have the flexibility to adapt to requirements as they change over time. Core requirements include the following:

- Accurately Managing individual budgets;
- Timely Claims¹ processing;
- Timely Payroll services;
- Timely Hiring process for new Employees;
- Obtaining workers' compensation insurance on behalf of Employers;
- Training development and provision;
- Expedient Provider credentialing including employee enrollment as a Medicaid Provider;
- Comprehensive Customer service;
- Responsive Provider services;
- Quality assurance; and
- Reporting for all previously listed items.
- Timely completion of background checks on behalf of Employers for their potential Employees
- Communications with Participants/Employers on all aspects of services
- EVV as federal requirement

B.2 Goals

The primary outcome goals for this Fiscal Intermediary Services RFP are:

- To ensure that the comprehensive services provided by the FIs to Participants, families, Employees and Employers, are clearly defined and benefit those individuals we support, by empowering them with the ability to pursue lifelong opportunities and facilitate personal choices.
- To establish and maintain high quality business relationships with all parties, to encourage effective communication, to facilitate minimal performance complaints, and to ensure accountability.
- To develop, implement and maintain clearly defined and well-established roles consistent with the principles of self-direction, for the FI, the Employer and the Employee. This will serve as guidance to the FIs, in how they may assist, as well as to empower the Employer.
- To provide clarity and understanding to Employers and Participants about their budgets.
- To provide quality, responsive and timely customer service that contributes to autonomy and empowerment.
- To ensure smooth and seamless transitions between Providers and Employees, without disruption of services to Participants.
- To ensure prompt and timely resolution, as defined by the Departments, of any payroll and EVV related issue.

¹ Claims is a DSS terminology for Medicaid claims

B.3 Electronic Visit Verification:

Section 12006(a) of the 21st Century Cures Act mandates that states implement EVV for all Medicaid personal care services (PCS) and home health services (HHCS) that require an in-home visit by a Provider. This applies to PCS provided under sections 1905(a)(24), 1915(c), 1915(i), 1915(j), 1915(k), and Section 1115; and HHCS provided under 1905(a)(7) of the Social Security Act or a waiver.

DSS is in the process of implementing Electronic Visit Verification (EVV) as required by federal legislation in the 21st Century Cures Act. Sandata currently serves as the state's single EVV vendor. All self-directed programs will be compliant with EVV as defined by the Centers for Medicare and Medicaid Services by December 31, 2021. The process to transition from the paper-based timesheet submission to using EVV for payroll processing will continue through March 2022. The successful Respondent will be responsible for continuing the implementation of EVV either through the existing state vendor or through the vendor proposed by the Respondent.

DDS recently implemented EVV for Medicaid funded self-directed services, as required by federal legislation. Like DSS, Sandata currently serves as the state's single EVV vendor. DDS is in the process of transitioning from paper-based timesheet submission to using EVV for payroll processing. DDS anticipates completing this process by mid-2022.

B.4 Overview of Agency Programs

DDS and DSS operate several Medicaid Home and Community-Based Services (MHCBS) programs that include self-directed services. ADS operates a federally funded self-directed program. Each program has unique policies and procedures and is described briefly below.

B.4.1 DSS Medicaid Programs

1. Acquired Brain Injury (ABI) Waivers – Provide several support services, including personal care assistance, to people between the ages of 18 and 64 with ABI to help them remain in the community. This waiver is jointly operated with DMHAS.
2. Connecticut Home Care Program for Elders (CHCPE) Waiver and State funded program – Provides home care and related community-based services to people aged 65 and older who are at risk of nursing home placement.
3. Community First Choice State Plan Benefit – Provides self-directed personal care attendant services to individuals at nursing home level care and who are enrolled in Medicaid. Participants or their representatives are afforded the decision-making authority to recruit, hire, train and supervise the individuals who furnish their services. Participants or their representatives also have decision-making authority over how the Medicaid funds in their individual authorized budgets are spent.
4. Money Follows the Person (MFP)- Provides transition services and support services, including personal care assistance, to institutionalized Participants so that they can return to the community

B.4.2 DDS Medicaid Waiver Programs

1. Comprehensive Supports Waiver – provides services to individuals with developmental disabilities who live in licensed community settings, as well as individuals who live in their own or their family home and require a level of support not available under the Individual and Family Support waiver due to significant behavioral, medical and/or

physical support needs and/or the absence of natural supports. FI supports are provided to those waiver Participants that live in their own or family home.

2. Employment and Day Supports Waiver – provides day and employment services and supports for individuals with developmental disabilities ages 18 and up and individuals with intellectual disabilities ages 3 and up.
3. Individual and Family Supports Waiver – provides direct services and supports to people with developmental disabilities who live in their own home or their family home and do not require 24-hour paid supports.

B.4.3 ADS Programs (Non-Medicaid)

1. The Bureau of Rehabilitation Services (BRS) Vocational Rehabilitation Program - provides a wide scope of services to eligible individuals with disabilities designed to assist with preparing for, obtaining or maintaining employment. These services may include personal assistance while an individual is engaging in other services intended to help them achieve their employment goal. While the circumstances under which personal assistance services may be necessary can vary based on individual needs, typical settings include college classrooms, vocational or on-the-job training programs.

■ C. GENERAL STATEMENT OF EXPECTATIONS

The Departments are seeking to contract with an FI that is capable of serving over 9,100 Program Participants and processes payroll for 14,000 Participant-Directed Employees weekly across various Medicaid and non-Medicaid programs. The Departments will negotiate contract terms collectively and enter into a joint contract with the successful Respondent. To support this approach, each Department will designate a Contract Manager to serve as a point person responsible for managing all aspects of the Contract. It is expected that the resultant Contractor will develop internal protocols that support effective communication with the Contract Managers.

The resulting Contract will be structured around a set of deliverables comprised of performance standards, performance targets, and other program-related expectations. Deliverables and performance targets will be reviewed and approved by the Departments and may result in financial withholds or sanctions for failure to comply with agreed upon expectations.

The Contract Managers will be responsible for establishing the goals and direction of the FI activities over the life of the contract.

Departments' Responsibilities.

Identify specific support the resultant Contractor requires from the Departments to perform the tasks in any resultant contract. Support may include, but is not limited to, Departments' staff time, Departments' reports or information required.

The Departments shall, at a minimum:

1. Monitor the resultant contractor's performance and request updates, as appropriate;
2. Respond to written requests for guidance, clarification;
3. Provide technical assistance to the resultant Contractor, as needed, to accomplish the expected outcomes;
4. Schedule and hold regular program meetings with the resultant Contractor;
5. Provide a process for and facilitate open discussions with the Departments' Staff and Contractor personnel to gather information regarding recommendations and suggestions for improvement; and

6. Reserve the right to conduct performance audits to determine compliance with the terms of the resultant contract.

Specific Departments' responsibilities are:

- a) Contract Management: Contract Managers will be appointed by each Department. Contract Managers will be responsible for monitoring the resultant contractor's performance.
- b) Staff Coordination: The Contract Managers will coordinate all necessary contacts between the resultant Contractor and applicable contract staff from the Departments.
- c) Approval of Deliverables: The Contract Managers or designees will review, evaluate, and approve all deliverables prior to the resultant Contractor being released from further responsibility.

Note: The Departments retain the ultimate decision-making authority required to ensure program tasks are completed in accordance with applicable requirements as set forth in the contract.

■ D. ORGANIZATIONAL CAPACITY

D.1. Organizational Experience and Qualifications:

- The Respondent **must** be a business that currently provides, and bills for, fiscal intermediary (FI) functions/financial management services (FMS), and has provided such services for at least five (5) years, as of this RFP's issue date.
- The Respondent must have a minimum of one (1) year experience with utilizing Electronic Visit Verification systems for payroll services.

D.2. Service Requirements,

Hours of operation: A toll-free customer service call center must be available from 8 am – 5 pm, Monday through Friday, with multi-lingual staff and access to translation and interpretation services for Employees and Employers to ask questions and troubleshoot any payroll related concerns.

The toll-free customer service call center must have voice messaging capability when call center representatives are unavailable, a toll-free fax machine available 24 hours each day and an accessible secure internet/e-mail address to receive correspondence

No less than one Connecticut office, located on an accessible bus route with an accessible entrance, that is open to serve Employers and their Employees from 8 am – 5 pm, Monday through Friday with after hour availability upon request

D.3 Target Population

Individuals and families receiving services from:

- The Department of Social Services who are older adults and/or who have physical disabilities, acquired brain injuries or autism;
- The Department of Developmental Services who have an intellectual disability or a developmental disability; and
- The Department of Aging and Disability Services individuals with physical disabilities.

As of Fiscal Year (FY) 2020, approximately 2,400 DDS Participants, 5,200 DSS Participants and 5 ADS Participants were receiving Employee services through self-directed programs in the State of Connecticut. In addition, during this period, FIs processed payroll for a workforce of approximately 14,000 Employees per week. There were an additional 800 DDS participants and 700 DSS participants who required the services of the fiscal intermediary to manage and make expenditures against individual budgets but did not need the payroll processing services. For workers compensation insurance, coverage assumed \$30,500 in wages paid per Employer. Regarding provider credentialing, the FI enrolled 100 Providers unrelated to

enrollment of Employees. Co-pays were collected for 3000 people per year. FIs are required to provide services to all Employers for whom the FI receives an authorization from the appropriate Department. FIs are required to review the State's eligibility system prior to initiating a start date for service. Nothing in this RFP shall be construed as an expressed or implied guarantee of any level of Employers/Participants to be served by a Respondent awarded a Contract under this procurement.

D.4 Culturally Competent Services

FI services shall be consistent with the State's efforts to promote the delivery of services in a culturally competent manner to all members, including those with limited English proficiency and diverse cultural and ethnic backgrounds. Communications with Employers and Employees shall be in the primary language of each customer.

■ E. CONTRACTOR'S RESPONSIBILITIES AND REQUIREMENTS

E.1 Shared Scope of Service Requirements Each Department requires the FI to provide the following services: A. Employer related services; B. Payroll Services; C. Management of individual budgets; and D. Administrative Services.

A. Employer related services – The FI shall:

- 1) Ensure compliance with all Federal and State tax requirements.
- 2) Withhold, file, and issue timely payment of federal and state taxes.
- 3) Prepare and process Federal and State Unemployment Tax filings.
- 4) Purchase and maintain Workers' Compensation insurance for Employees hired by the Employers:
 - a. Conduct account audits including timeframes.
 - b. Monitor workers' compensation claims.
- 5) Process deductions and garnishments on payroll.
- 6) Process and ensure timely issuance of payments pursuant to the provisions of the Family Medical Leave Act
- 7) Develop, maintain, and distribute an Employer Orientation Package for newly enrolled Employers and implement an ongoing process for updating related guidance to Employers as required by each Department. The Employer Orientation Package includes responsibilities of an employer, Employer enrollment forms to establish the applicant as an Employer, Employee applications and tax forms, Employee training requirements, paper timesheets and instructions on completion, electronic visit verification information, individual budget guidance, including examples of reports and forms, information on how to contact the respondent, how to file a complaint, and the complaint resolution process
- 8) Complete Employer enrollment and assist in completion of applicable forms. This includes, but may not be limited to, establishing a FEIN number for each Employer and retiring the respective number upon conclusion of services, as applicable.
- 9) Assist Employers with hiring and completion of Employee applications as needed. Process Employee applications, with background and registry checks completed upon receipt. Work with Employers/Employees to resolve issues around missing information/documents, in a timely manner.

- 10) Develop and provide training and training materials to Employers in various platforms including, but not limited to online and print.
- 11) Identify Employees or Employers that may benefit from additional training and notify the appropriate case manager to determine appropriate next steps, as needed.
- 12) Implement and maintain a process to support Employers who are funded by multiple agencies for self-directed services.

B. Payroll services – The FI shall:

- 1) Regularly monitor and apply Employer's authorized hours to weekly time reported for wages;
- 2) Ensure that all Employers have the required current documents and forms necessary to hire Employees and process payroll;
- 3) Issue utilization statements to Employers and communicate utilization data to the Departments' case management agencies and/or the Departments' designated staff, as appropriate.
- 4) Calculate Employee gross/net payment for weekly payroll including but not limited to, overtime, billing units, holiday time, Employee new hire orientation;
- 5) Generate, track, adjust, and distribute payments to Employees.
- 6) Detect and rectify reported time errors in time to make scheduled payroll
- 7) Process payroll services, with weekly payments to Employees. Includes timely resolution of errors, notification to Employees of potential errors utilizing the contact preference stated by the Employee including text, email, or phone that may delay payment, compliance with DOL laws, processing/filing tax forms, and issuing tax payments on Employer's behalf.
- 8) Manage year-end tax process for Employers and Employees.

C. Management of individual budgets – The FI shall:

- 1) Receive state and federal funds and issue payments to Employees and Vendors against authorized individual budgets.
- 2) Track authorized budget funds received, payments disbursed and balances for the authorized individual.
- 3) Monitor expenditures and alert Program staff, Employer/Responsible Party of any variance in expenditures versus authorized individual budget.
- 4) Provide accounting services for individual budgets generated from the department(s) for program Employers/members. This includes timely processing of adjustments, amendments, and renewals. Communicate with the appropriate Department(s) for clarification or resolution of any issues within the authorizations.
- 5) Process qualified Providers' and Vendor's invoices accurately and timely according to the specific Department's authorizations as well as timely notification to providers when budgeted funds have been exhausted.

- 6) Develop, implement and maintain a process to assist with the management of budgets for Participants receiving services funded by more than one Department.
- 7) Develop, implement and maintain an outreach plan to ensure ongoing communication with Employers and Employees related to self-directed services. Provide the Employer and Participants with a variety of reports on expenditures and utilization of the self-directed budgets. The reports will be issued on a regular basis, no more frequently than monthly. The reports shall be developed in a format agreed to by the appropriate Department and shall be written in plain language for the Employer and Participants.

D. Administrative Services – The FI shall:

- 1) Execute and track authorized Individual Budgets and service authorizations.
- 2) Maintain appropriate financial/operational record storage and maintenance systems.
- 3) Ensure financial solvency and certify the accuracy of all financial data.
- 4) Meet or exceed a range of performance standards and measures and participate in performance evaluations scheduled by the Departments.
- 5) Provide fluid communication, through various modes of communication, between Providers, Participants, Employers, and Employees.
- 6) Provide timely responses to inquiries, concerns, and requests for information.
 - a. Effectively communicate with individuals who have a variety of disabilities. Information and updates on tax and labor laws or other written reports or materials provided to individuals must be available in alternative format if requested (e.g., large print, use of telecommunication devices for the deaf, hard of hearing and speech impaired). Must have, at a minimum, the capacity to access translation services and interpreter services when necessary.
- 7) Understand and comply with contractual obligations as written.
- 8) Provide quality assurance, as outlined by the Departments.
- 9) Submit timely routine and ad hoc reporting based on the Departments' needs and monthly and quarterly reporting of expenditures.
 - a. Routine reports may include but are not limited to general metrics, utilization totals, monthly Medicaid billing reports for all individuals, aggregate periodic Medicaid statistical reports, quarterly and annual reconciliation reports and demographic reports as requested. Employer and Employee figures etc.
 - b. Reconcile program and administrative expenditures monthly with Departments.
- 10) Understand and implement waiver and department specific guidelines, relative to payments and billing of supports.
- 11) Communicate and effectively work with various Provider contracted by the Departments. This includes processes for the seamless transfer of services from one Provider to another, with no disruption in services, when applicable.

- 12) Complete and submit an internal audit, as established by each Department
 - a. Perform spectrum audits on quarterly basis as requested by each Department on service documentation, invoicing and Medicaid billing. These audits shall include gathering information electronically from qualified vendors billing for services. The information includes documentation and progress notes to support invoices and verifying the documentation is consistent with invoice, the payment, and Medicaid claims submitted either directly to the MMIS or through Medicaid billing data submitted to the Department of Administrative Services.
 - b. Conduct internal audits on pre and postemployment requirements for self-directed Employees and collect service documentation for the Departments as requested.
- 13) Maintain records, according to applicable document retention procedures and producing for auditing purposes.
- 14) Detect and timely report instances or real or perceived fraudulent activity to the appropriate Department
 - a. Access to admission, discharge transfer automated electronic health notifications systems.
- 15) Mail communication to Employers/Employees as directed by the Department(s).
- 16) Maintain a data management system.
 - a. Develop and maintain a Disaster Recovery Plan for restoring software and master files and hardware backup if management information systems are disabled and for continuation of client payroll and invoice payment services
 - b. Develop processes and technologies to interact with each Department's data systems
 - c. Ensure that the transfer of information between the vendor and the Department(s) will be in a format determined by each respective Department. The successful Respondent must have the hardware to support the software needed to manage the information required in this RFP and be able to accommodate the volume of information specified in this RFP. The successful Respondent must have a secure Internet connection or any other means of secure electronic data transfer that the Departments require (secure file transfer protocol, secure e-mail, and virtual private networks).
- 17) Manage disbursements, accounting, and associated policies.
 - a. Operate within each Department's established Cost Standards.
- 18) Implement culturally sensitive business practices in order to communicate effectively with a diverse population of individuals and its policies and procedures must reflect the philosophy of self-direction.
- 19) Process third party payments in accordance with each Department's Cost Standards.

E.2 Scope of Service Requirements – Specific to DSS Medicaid Programs (RFP Section B.4.1.)

A. Administration

1. Claims Processing - The FI shall process Medicaid service claims through the state's Medicaid Management Information System (MMIS), including researching and resolving service claim denials.

2. Provider Recruitment and Credentialing – The FI shall:

- i. Identify and recruit potentially qualified providers to become credentialed and provide publicly-funded home and community-based services.
- ii. Credential, re-credential and enroll credentialed Vendors and Providers of home and community-based services.
- iii. Maintain an up-to-date database of credentialed service Providers and Vendors.

3. Collection of Co-payments – The FI shall:

- i. Collect co-payments and maintain proper financial documentation for services provided to Participants.

E.3 Scope Requirements – Specific to DDS Medicaid Waiver Programs (RFP Section B.4.2.) The FI shall:

- A.** Perform Medicaid claims submission, resubmission, and other associated tasks as directed by DDS (currently submitted to DAS via SFTP).
- B.** Generate a revenue report for provider services and submit to the DDS as requested.

E.4 Scope Requirements – Specific to ADS Non-Medicaid Programs (RFP Section B.4.3)

A. Invoice processing – The FI shall submit invoices with Employees' timesheets, for approved and provided hours of services as specified in Employer's service plan to the Employer's counselor at the ADS regional office within ninety (90) days of service being completed.

B. Provider credentialing – The FI shall:

- 1) Identify and recruit potentially qualified Providers to become credentialed and provide publicly funded home and community-based services.
- 2) Credential, re-credential and enroll Vendors and Providers of home and community-based services.
- 3) Maintain an up-to-date database of credentialed service providers and vendors.

E.5 Scope of Service Requirements – Specific to DSS and DDS Medicaid Programs

A. Employer related services – The FI shall

- 1) Provide training related to EVV and other payroll functions to new Employees
- 2) Ensure Employers that new Employees are set up and able to access and utilize EVV.

B. Payroll services – The FI shall:

- 1) Integrate the state’s electronic visit verification (EVV) system or other EVV solution as proposed by the Respondent and accepted by the Departments, into the weekly payroll process for DSS and DDS to include EVV services, non EVV related services and Employee paid time off benefits;
- 2) Support Employers and Employees who need assistance with corrections of time and tasks/services entered into the EVV system;
- 3) Ensure compliance with Electronic Visit Verification (EVV). Assist with Employer/Employee enrollment, facilitation of training, and resolution of issues. Provide timely guidance for Employers/Employees who require additional assistance.

C. Administrative services – The FI shall

- 1) Submit timely routine and ad hoc EVV reports based on agency needs and monthly and quarterly reporting of expenditures.
- 2) Maintain a data management system, inclusive of all relevant EVV functions.
- 3) Operate the EVV system consistent with policies established by DSS, DDS and with the requirements of the 21st Century Cures Act.
- 4) Monitor, manage and maintain compliance with EVV requirements.
- 5) Develop and provide comprehensive online training for Employers/Employees on the EVV system; and
- 6) Train DSS and DDS field staff in use of the EVV system.

E.6 Scope of Service Requirements - Customer Care - The FI shall:

- 1) Staff and operate a toll-free customer service call center, available from 8 am – 5 pm, Monday through Friday, with multi-lingual staff and access to translation and interpretation services for Employees and Employers to ask questions and troubleshoot any payroll related concerns.
- 2) Have at least one Connecticut office that is open to serve Employers and their Employees from 8 am – 5 pm, Monday through Friday with after hour availability upon request.
 - a. The office(s) must be located on an accessible bus route with accessible entrance.
- 3) Have voice messaging capability when call center representatives are unavailable, a toll-free fax machine available 24 hours each day and an accessible secure internet/e-mail address to receive correspondence.
- 4) Have a comprehensive website.

E.7 Staffing Requirements

A. Respondents must:

- 1) Implement an Organizational structure and staffing plan to meet all of the requirements set forth in this RFP including an established staff performance review process.
- 2) Develop and implement effective recruitment strategies that result in ability to attract and maintain an adequate workforce.
- 3) Provide training on person-centered principles, self-direction and racial equity;

- 4) Provide ongoing training to ensure high quality customer service on topics, including but not limited to:
 - i. Registration of new Providers (check credentials, etc.);
 - ii. Responses to wage verification,
 - iii. Processing payroll/ provider invoices in a timely manner,
 - iv. Responding and resolving Customer Service issues within timeframes set by each agency.
- 5) Have and maintain adequate staffing to manage a large volume of calls within stated performance standards.
- 6) Track and manage budget funds received and utilized.
- 7) Follow DDS, DSS, and ADS policy and procedures as related to Self-Directed services.
- 8) Ensure that staff deliver services in a culturally competent manner to all Participants, Employers and Employees including those with limited English proficiency and diverse cultural and ethnic backgrounds.
- 9) Provide communications with Employers and Employees in their primary language.

E.8 Quality Management:

- A. The FI shall ensure Quality Management (QM) principles are applied in all aspects of its service delivery system. Specifically, the FI shall:
 - 1) Continually monitor, measure, and ensure its ongoing compliance with the reporting requirements, performance metrics and service level agreements in Section III, F.1 and F.2;
 - 2) Maintain a QM structure that is documented and includes documented process related to continuous quality improvement principles. At a minimum, the FI shall ensure that this structure is reviewed annually and includes a plan for evaluating Consumer satisfaction no less frequently than annually;
 - 3) Develop, implement, maintain and update as needed, a Policy and Procedure Manual with Department specific sections, that clearly defines how the FI will operate to ensure compliance with all aspects of the contract including internal controls
 - 4) Develop, implement and monitor Quality Assurance with separation in organizational structure between operations and Quality Assurance functions.
 - 5) Each of the Departments reserve the right to put a contractor on enhanced monitoring based on concerns related to quality of work and lack of marked improvement when a deficiency is identified.

E.9 Reporting, Technology and Data Management

A. Computer Hardware / Software

- 1) The transfer of information between the Contractor and the Departments will be in a format determined by each Department. The Contractor shall obtain and maintain the ability to support the software necessary to produce the reports prescribed with a secure Internet connection or any other means of secure electronic data transfer as required by the specific Department (secure file transfer protocol, secure e-mail, and virtual private networks). All data transfer is required to meet Health Insurance Portability and Accountability Act (HIPAA) based security and privacy requirements as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), Pub. L. 111-5, §§ 13400 to 13423.

- 2) Software must have the capability to integrate with or be interoperable with the state's Medicaid Management Information System and the state's EVV system managed by Sandata. Technical specifications for interoperability with Sandata will be made available upon request following a Respondent's submission of the mandatory letter of intent.
 - i. In lieu of integrating with the state's EVV system operated by Sandata, the Respondent may propose an alternative EVV system that complies with the specifications set forth in [CT PCA EVV Requirements Matrix](#) and demonstrate the requisite data transfer capacity. Data transfer must include unique identifiers for each claim associated to the MMIS associated with each Employee, each Employer, each Medicaid participant, each type of service, and each date of service.

B. E-Mail / Internet/Text Capability

- 1) The FI shall operate and maintain a toll-free fax machine 24 hours each day and have a secure internet/e-mail communication. If directed by the Departments or a specific Department, the Contractor shall establish and implement methods to communicate with Employers and Employees through text.

E.10 Financial Contract Requirements:

A. Financial Control Procedures

- 1) The FI will disburse program funds upon receipt of appropriate invoices, timesheets, and, if applicable, EVV visit data and receipts as authorized by each Department.
- 2) The FI shall comply with the required state and federal laws regarding the receipt and use of these funds.
- 3) The FI is responsible for any payments made that exceed the amount authorized by the specific Department and shall not have any recourse against the department for such payments.
- 4) The FI is responsible for maintaining Bond Insurance in an amount determined by each Department.
- 5) The FI is required to maintain separate program trust accounts and to manage and invest excess cash from the account.

B. Financial Status Reports as defined by each Department:

The FI is responsible for the timely submission of complete and accurate financial expenditure reports related to any funds allocated to the FI through the contract in a frequency and format defined by each department.

C. Audited Financial Statements:

- 1) The FI is responsible for having an independent audit of its records, bank account, and payments for goods and services in the individual budget as specified in the Departments' agreed upon audit procedures.
- 2) Each department or the state auditors may periodically audit FI records for contract compliance and fiscal reporting as specified in the contract.
- 3) The FI shall comply with all [Federal and State Single Audit Standards as applicable](#).

D. Insurance:

The Departments may require the FI to obtain and maintain specified insurance coverage(s) for the duration of the contract.

E.11. Budget Contract Requirements:

A. Cost Standards: The FI shall comply with the [OPM Cost Standards](#), which may be amended from time to time. More information is provided at OPM's website at [Cost Standards](#)

B. Cash Advance:

- 1) Funding sources for the awarded contract include state and federal funds which will be administered as described in the resultant contract. Please note that the administration of funds may vary among the different populations:
- 2) For DDS, prospective cash advances shall be made to the FI sufficient to cover four (4) weeks of Employee payroll, dependent on subsequent submission of reports. FI service fees will be paid either through a per member per month rate or through an administrative flat rate per contract year.
- 3) For DSS initial advance for Employee payroll will be sufficient to cover four (4) weeks of payroll. Ongoing funding for payroll is dependent upon successful submission of Employer claims and subsequent reimbursement through the Medicaid Management Information System. Funding for FI services will be paid either through a per member per month rate or through an administrative flat rate per contract year. Funding for MFP transition services will be advanced sufficient to cover 3 months of MFP related expenses.
- 4) For ADS, an annual cash payroll advance amount shall be made available upon request by the resultant contractor. Funding for FI services shall be paid on a fee for service basis. Specific agency rates for FI services shall be defined at the time of contract negotiation.

■ F. PERFORMANCE MEASURES**F.1 Performance Metrics**

The following performance metrics highlight key priorities that will be analyzed with the FI collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to each of the three Departments. The Departments look forward to working with providers to define additional important performance metrics.

A. Outcome Metrics

- 1) Number of substantiated complaints from Employers, Employees and/or vendors.
- 2) Payment times for invoices to agency vendors and paychecks to individual Employees.
- 3) Processing times for new Employees and administration of background checks –
- 4) FI compliance and progress towards continuous improvement plans (which are collaboratively created by FIs and agencies) and the goals captured therein.
- 5) Accuracy of real-time tracking of budgets.

B. Output Metrics

- 1) Monthly volume and accuracy of paper and/or timesheets processed by the FI.

- 2) Monthly billing and utilization (including the accuracy of billing, and numbers of active vs inactive budgets).
- 3) Wait times for customer support/QA calls.
- 4) Number of days to on-board Employers.
- 5) Number of days to on-board Employers' new Employees.
- 6) Number of days to resolve errors related to Employee's documentation of time worked.
- 7) Number of co-payments collected for DSS.
- 8) Timeliness of reporting, for both Employers and for the state, in requested formats.
- 9) Number of business days from submittal of Provider's invoice to payment.
- 10) The number of complaints, category of complaint as approved by the Departments, complaint resolution, length of time to resolve each complaint.
- 11) Timeliness of reporting, for both Employers and for the state, in requested formats.
- 12) Complete vendor audits.

C. Specific to ADS: For Employers participating in the BRS Personal Assistance Services program, the FI shall:

- 1) Provide BRS with an immediate, bi-annual, and annual evaluation of the Employers on payroll's progress that:
 - i. provides ADS with assurances that the Employers have attained the required skills to supervise their PA;
 - ii. provides ADS with assurances of the effectiveness of Employer training and ability to determine need for further training; and
 - iii. (3) evaluates the effectiveness of and Employer satisfaction with the PA Registry.
- 2) The performance of the FI Contractor, and any applicable subcontractors, shall be reviewed and evaluated at least annually by BRS staff. Such reviews and evaluations may be performed by examination of client records, service logs, other documents, and reports, and at meeting(s) with the FI Contractor's staff and/or clients. Site visits will be conducted at funded facilities and program sites administered by the FI Contractor.

F.2 Service Level Agreements

Each of the Departments shall require the FI to track compliance with the following Service Level Agreements (SLAs). The SLAs are the minimum standards that the FI shall be required to meet to ensure contract compliance. Unlike performance metrics, which are designed to measure progress towards long-term outcome goals, and not always within a contractor's control, the FI will be directly held responsible for ensuring consistent maintenance of these SLAs. The resultant contract shall include negotiated performance terms based on SLAs including, but not necessarily limited to the following:

- 1) Timely responses to customer requests (including both Employer and Employee "customers"), including:
 - i. 100% of all Employees without issues with timesheets shall be paid within five (5) business days of close of service work week.
 - ii. 100% of all Employers shall receive Employer training and have Employer paperwork submitted to DOL for federal employer identification number within fourteen calendar days of referral from department.

- iii. 100% compliance with all CMS and State of Connecticut regulations, policies and procedures.
- iv. Timely assistance with managing budgets.
- v. Successful onboarding of Employees within five (5) business days from the FI's receipt of the initial request to hire Employee and properly completed new hire packet, to start date for Employee. If the new hire packet is incomplete, the FI shall request any missing information/documentation from the Employee/employer no later than two (2) business days after receipt of the new hire packet.
- vi. Emergency Employee onboarding – The FI must have a two (2) hour emergency process from initial request from the Employer for the FI to enroll an Employee to the time the Employee can start providing services to the Employer.
- vii. Electronic Visit Verification (EVV) with payroll processed directly through EVV for DDS and DSS for a minimum of 99% of all Employees. Paper timesheet submission is acceptable for the remaining 1% of the Employees based on individual needs of Employers and Employees as approved by the Departments.
- viii. Customer Service (timely response and resolution as defined by each of the Departments).
- ix. Required reporting received by mutually agree to timeline (provided in format required by Departments), Data transfers meets HIPAA.
- x. Obtaining Workers' Compensation Insurance with effective date of January 1, 2023. Until the effective date of the Respondent's Worker's Compensation Insurance policy, the Respondent must manage and coordinate with the state's existing Worker's Compensation Policy.
- xi. Provider Credentialing Services with providers credentialed within five (5) business days of request.
- xii. Training development and provision as needed by the State agencies.
- xiii. Maximum of ten (10) minutes customer service call center wait time.

F.3 CONTRACT MANAGEMENT/DATA REPORTING

As part of the State's commitment to becoming more outcome-oriented, DSS, DDS, and ADS seek to actively and regularly collaborate with contractors, and providers to enhance contract management, improve results, and adjust service delivery and policy based on learning what works. Reliable and relevant data is necessary to ensure compliance, inform trends to be monitored, evaluate results and performance, and drive service improvements. As such, DSS, DDS, and ADS reserve the right to request/collect other key data and metrics from the resultant contractor. The following table outlines the agencies' minimum expectations for regular contract management and data review meetings.

Meeting Title/Topic	Key Data or Metrics to Review	Data Reporting Frequency	Responsibility for Collection	Meeting Cadence
Random Sample Internal Audit for Continuous Improvement Plans	State agencies provide random sample of individuals for FIs to audit	Annual audits, conducted Oct 1	FIs are responsible for compiling data based on	Annual

			sampling by the state	
Monthly meetings to review Employer, payroll processing, individual budgets responsibilities (all metrics)	Tracking employer hiring data, spending relative to budget allocations, technical assistance required – all FI documentation	Monthly reports to DSS/DDS	FIs responsible for compiling monthly reports	Monthly
Troubleshooting Employer, payroll processing, individual budgets responsibilities and program changes meeting	Updated reports of FI activities, common problems faced by vendors and possible solutions, overarching program and policy changes from the state	Ongoing	FIs responsible for compiling troubleshooting needs	Quarterly and ad-hoc as needed

SECTION III. PROPOSAL SUBMISSION OVERVIEW

■ A. SUBMISSION FORMAT INFORMATION

1. **Required Outline.** All proposals **must** follow the required outline presented in Section IV – Proposal Outline. Proposals that fail to follow the required outline will be deemed non-responsive and not evaluated.
2. **Cover Sheet.** The Cover Sheet is Page 1 of the proposal. Proposers **must** complete and use the hyperlink here [Cover Sheet](#) form provided by the Department in the Section IV.A. Required Proposal Submission Outline.
3. **Table of Contents.** All proposals **must** include a Table of Contents that conforms with the required proposal outline.
4. **Executive Summary.** Proposals **must** include a high-level summary, not exceeding 2 pages, of the main proposal and cost proposal. The executive summary must provide a summarization of the services being offered to meet the Departments' needs, the Respondent's approach to providing the services, and why this approach is in the best interest of the Departments. The summary must also include the organization's eligibility and qualifications to respond to this RFP.
5. **Attachments.** Attachments other than the required Appendices or Forms identified in the RFP are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification.
6. **Style Requirements.**
THIS IS AN ELECTRONIC SUBMISSION.

Submitted proposals **must** conform to the following specifications:

- Paper Size: 8½" x 11", "portrait" orientation. Optionally key graphics, diagrams and flow charts can use 11" x 17" in "landscape" orientation.
 - Print Style: 1 side
 - Font Size: Minimum of 11-point
 - Font Type: Arial or Tahoma
 - Margins: The margin of all pages shall be a minimum of one and one half inches (1½"); all other margins shall be one inch (1")
 - Line Spacing: Single-spaced
7. **Pagination.** The Respondent's name **must** be displayed in the header of each page. All pages, including the required Appendices and Forms, must be numbered in the footer.
 8. **Declaration of Confidential Information.** Respondents are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL prior to submission. In Section IV. E of the Respondent's proposal,

the proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. EXAMPLE: Section G.1.a. For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

- 9. Conflict of Interest - Disclosure Statement.** Respondents **must** include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Department will determine whether any disclosed conflict of interest poses a substantial advantage to the proposer over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement. Example: “[name of proposer] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85.”

■ B. EVALUATION OF PROPOSALS

- 1. Evaluation Process.** It is the intent of the Departments to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with the successful Respondent, and awarding the contracts, the Departments will conform with its written procedures for POS and PSA procurements (pursuant to C.G.S. § 4-217) and the State’s Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85). Final funding allocation decisions will be determined during contract negotiation.
- 2. Evaluation Review Committee.** All three Departments will designate representatives to participate in the Review Committee. The Review Committee shall evaluate proposals submitted in response to this RFP. The Review Committee will be composed of individuals, Department staff or other designees as deemed appropriate. The contents of all submitted proposals, including any confidential information, will be shared with the Review Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. The Review Committee shall evaluate all proposals that meet the Minimum Submission Requirements by score and rank ordered and make a recommendation for an award. The Commissioners of DSS, DDS, and ADS will make the final selection. Attempts by any Respondent (or representative of any Respondent) to contact or influence any member of the Review Committee may result in disqualification of the Respondent.
- 3. Minimum Submission Requirements.** To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal

Format requirements; (3) follow the required Proposal Outline; and (4) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. Any proposal that deviates significantly from the requirements of this RFP will be rejected from consideration.

4. Evaluation Criteria (and Weights). Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Review Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The weights are disclosed below.

Evaluation Criterion Title	Points	What would a top score look like?
Organizational Experience and Qualifications	20	The Respondent has an established purpose, mission, and vision that aligns with our needs. The Respondent's proposal demonstrates that they have successfully provided FI services in the past.
Shared Scope of Services – Employer Experience Employer Related Tasks, Payroll, Administrative Services,	35	Respondent has history of providing services to the identified target populations. Respondent has proposed a plan to deliver timely services, meeting and/or exceeding all service requirements as defined within the scope of service and reporting to all parties, while maintaining responsiveness to other matters. Please note that scope of service related to EVV tasks and the Department specific tasks will be evaluated separately.
Scope of Services Specific to Each Department	9 points total (3 points for each department specific scope)	The Respondent's proposal includes a detailed plan for how it plans to deliver the specific scope as described.
Shared Scope of Services – DDS and DSS EVV Tasks described in scope of service evaluated separately	15	The Respondent's proposal includes a detailed plan for how it plans to implement EVV requirements.
Customer Care (Call Center)	30	Respondent has proposed a detailed plan that will meet the varying customer needs for quick and accurate responses, minimizes wait times and provides excellent customer care. The Respondent proposes a chain of command to ensure issues are addressed and resolution is timely. The Respondent proposes detailed training plan.
Staffing Requirements	25	Respondent has proposed a plan or existing staffing model, of diverse employees capable of meeting the needs of our diverse population. The Respondent's proposed plan

		will meet the varying needs for quick and accurate responses. The Respondent has proposed a chain of command to ensure that issues are addressed, and resolution is timely. Respondent has proposed a plan for ongoing training opportunities for employee growth and advancement. Respondent has proposed a plan that describes includes recruitment methods and incentives for employee retention, in order to avoid frequent turnover.
Quality Management	15	The Respondent's proposal includes a detailed plan for how it plans to deliver the specific scope as described.
Reporting, Technology, and Data Management	20	<p>Respondent's proposal includes a description of their established systems for providing data and such systems are flexible in formatting requests and have the ability to provide up-to-date information for utilization reports, budgets, upload data from the departments' systems and other key data points.</p> <p>Respondent's proposal includes a secure email system or plan for securing electronic communication, and the ability to comply with all other confidentiality requirements (including HIPAA).</p> <p>The Respondent's proposal describes their ability and capacity to communicate with text and ability to adapt and integrate new technology as they emerge.</p>
Cost Proposal	10	The Respondent's proposal includes a detailed budget of overall cost with a projection for continued growth. They provide an explanation for expense of operating the FI program.

Since subcontractors are allowed but not required as part of this RFP, the Subcontractor criteria shall be scored in conjunction with the Organizational Experience and Qualifications Requirements. Scoring will take into consideration how the Respondent intends to use Subcontractor/s as part of their program approach. Respondents will not be penalized for declining to not utilize Subcontractors.

Note:

As part of its evaluation of the Staffing Plan, the Review Committee will consider the proposer's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies § 46A-68j-30(10).

- 5. Demonstration.** The Departments reserve the right to select finalists to demonstrate their proposed approach to the provision of FI services, including the proposed approach to integrate with the existing or development or utilization of an EVV system for payroll services.
- 6. Respondent Selection.** Upon completing its evaluation of proposals, the Review Committee will submit the rankings of all proposals to the heads of the Departments. The final selection of a successful Respondent at the discretion of the Commissioners of the Departments. The Respondent selected will be so notified and awarded an opportunity to negotiate a contract with the Departments. Such negotiations may, but will not automatically, result in a contract. Pursuant to Governor M. Jodi Rell's Executive Order No. 3, any resulting contract will be posted on the State Contracting Portal. Unsuccessful Respondent will be notified by e-mail or U.S. mail, about the outcome of the evaluation and selection process. The Departments reserve the right to decline to award contracts for activities in which the Commissioners of each agency determines there are not adequate respondents.
7. **Debriefing.** Within ten (10) days of receiving notification from the Department, unsuccessful Respondents may contact the Official Contact and request information about the evaluation and selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the ten (10) days. If unsuccessful Respondents still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Departments to discuss the evaluation process and their proposals. If held, the debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. DSS will schedule and hold the debriefing meeting within fifteen (15) days of the request. The outcome of the evaluation or selection process will not be changed, altered or modified as a result of any debriefing meeting.
8. **Appeal Process.** Respondents may appeal any aspect this procurement, including the evaluation and selection process. Any such appeal must be submitted to the official contact as stated in this RFP. A Respondent may file an appeal at any time after the proposal due date, but not later than thirty (30) days after the unsuccessful Respondents receive notification of the outcome of the evaluation and selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. The filing of an appeal shall not be deemed sufficient reason for a delay, suspension, cancellation, or termination of the procurement process or execution of a contract. More detailed information about filing an appeal may be obtained from the Official Contact.
9. **Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Departments' contracting procedures, which may include approval by the Office of the Attorney General. The fully executed contract will be posted on State Contracting Portal and the Departments' websites.

SECTION IV. REQUIRED PROPOSAL SUBMISSION OUTLINE

The respondent must complete and submit the specified documents and forms in the same order in which they appear in this Section IV. Required Proposal Submission Outline.

- A. Cover Sheet** ([See Section III.A.2. Click Cover Sheet hyperlink](#))
- B. Table of Contents** (See Section III.A.3)
- C. Executive Summary** (See Section III.A.4)
- D. Attachments.** Refer to Section III.A.5 and the main proposal submission where applicable)
- E. Declaration of Confidential Information** (See Section III.A.8)
- F. Conflict of Interest - Disclosure Statement** (See Section III.A.9)
- G. References.** The Respondent shall provide a list of three (3) specific programmatic references and, if applicable, for each proposed subcontractor. References are preferably to be provided from within the last three (3) years of professional work that are of similar scope and focus of this RFP. The references shall include the organization's name, the name of a specific contact person in the organization, a summary of the services the organization provides, the mailing address, telephone number, and email address of a specific contact person. At its discretion, the Department may also check or contact any reference provided by the respondent.
- H. Statement of Assurances** ([click Statement of Assurance hyperlink](#))
- I. Main Proposal Submission Requirements To Submit a Responsive Proposal**

*****Please note the maximum total page length for this section is 40 pages** (all appendices and other attachments should be referred to in **Section IV.I** and then placed in **Section IV.D**. The Review Committee will not consider any information provided in the Main Proposal section that exceeds the stated 40 pages limit for this section. All attachments shall not be counted in the total page length of this section.

1. Organizational Experience and Qualifications

1.1. Administrative and Operational Capabilities

To submit a responsive proposal, The Respondent shall provide the following information regarding the administrative and operational capabilities of the Respondent and any Subcontractor proposed to provide direct services in response to this RFP.

- 1.1.1 Purpose/Mission: Describe the mission, vision, and values of the respondent organization and the management philosophy that will be used to successfully provide the FI services as described in this RFP to support all Participants requiring these services.
- 1.1.2 Organization/Support: Provide an organization chart detailing how the FI services structure fits within the organization's overall structure, including any proposed Subcontractors.

- 1.1.1 Describe how the organization's existing structure will support and enhance the FI services.

1.2. Minimum Qualifications: Respondent's Experience:

The Respondent must (a) currently provide and bill for FI functions/financial management services; (b) have a minimum of five (5) years of experience working with bills for FI functions/ financial management services; and (c) have a minimum of one (1) year of experience using EVV systems for payroll services.

To submit a responsive proposal, the Respondent shall, at a minimum, describe how its current and past experience meets the minimum qualifications for required experience. The response must:

- 1.2.1 Identify all state agencies, other governmental jurisdictions (counties, cities, and/or territories) and organizations for which the Respondent has engaged in similar or related contract work.
- 1.2.2 Describe all current or past contract(s) where the Respondent performed similar work in the for those state agencies, other jurisdictions or organizations and for each contract, include the name of the customer's program officer, title, address, telephone number, and e-mail address, and the term of the contract.
 - 1.2.2.1 The description must include, but is not limited to, the types of programs for which the respondent has provided FI services or other services related to self-direction; the organization's role and experience in providing FI services for those programs, and if applicable, highlight the FI services that have been provided for self-directed Medicaid programs and programs in Connecticut.
 - 1.2.2.2 The description must address the Respondent's experience with using EVV systems and providing support services for administering payroll through EVV systems.
- 1.2.3 Include demonstrating experience providing FI or similar services for the calendar years 2015 - 2020. This must include at a minimum, the following data elements:
 - 1.2.3.1 Average number of unique Employers served per year;
 - 1.2.3.2 Average number of unique Employees paid per year;
 - 1.2.3.3 Average number of timesheets processed per payroll period;
 - 1.2.3.4 Average amount of payroll processed per year; and
 - 1.2.3.5 Average number of FTEs employed by FI per year by function.
- 1.2.4 Include a description of the Respondent's involvement with the community, including but not necessarily limited to engagement with Participants, specifically Participants with disabilities, customers, advocates, a unionized workforce.

1.3. Experience and Capacity of Subcontractors.

- 1.3.1 A Respondent that proposes the use of any subcontractor for the provision or delivery of a service described in this RFP, must include, as **Appendix A** of its

Programmatic Response, the following information for each proposed Subcontractor:

- 1.3.1.1 Legal Name of Agency, Address, FEIN.
- 1.3.1.2 Annual revenue of the Subcontractor and number of FTEs.
- 1.3.1.3 Contact Person, Title, Phone, Fax, E-mail.
- 1.3.1.4 Services Currently Provided.
- 1.3.1.5 Services to B=be provided under Subcontract.
- 1.3.1.6 Description of experience and success related to the subcontract.
- 1.3.1.7 Subcontract Cost and Term.
- 1.3.1.8 A description of how Respondent will monitor the work of any Subcontractor to ensure compliance with all aspects of the Respondent's contract with the Department.

1.4 Governance – Disclosure

1.4.1 To submit a responsive proposal, the Respondent shall provide the following information:

- 1.4.1.1 The name and percentage of time allocated to this resultant contract for each member of the leadership team;
- 1.4.1.2 A complete description of any and all related party relationships and transactions. Fully disclose its anticipated payments to a related party. (Such payments are non-allowable unless the Respondent provides sufficient data to satisfy the Departments that the costs are necessary and reasonable;
- 1.4.1.3 An overview of how organization policies and procedures are reviewed and updated by the Respondent, whenever there are federal and state regulation changes and/or operational changes, as well as those requested by the Departments.

1.5 Ownership – Disclosure

1.5.1 To submit a responsive proposal, the Respondent shall provide a description of the relationship with other entities including:

- 1.5.1.1 Whether the Respondent is an independent entity or a subsidiary or division of another company or business entity (if the Respondent is not an independent entity, Respondent shall describe the organization linkages and the degree of integration/ collaboration between the organizations including any roles of the organizations' principals); and
- 1.5.1.2 A description of the relationship of any parent company or entity when the Respondent is an affiliate of another organization.

1.6 Audit Compliance

1.6.1 To submit a responsive proposal, the Respondent shall:

- 1.6.1.1 Describe the Respondent's success with contract compliance requirements during the past three (3) years.

- 1.6.1.2 Identify any deficiencies in program audits and, if applicable, detail what steps the organization has taken to address any recommendations.
- 1.6.1.3 List all sanctions, fines, penalties or letters of noncompliance issued against the Respondent by any funding source (public and/or private) during the last three (3) years.
- 1.6.1.4 Describe the circumstances leading to the sanction, fine, penalty or letter of noncompliance and the corrective action or resolution to the sanction, fine, penalty or letter of noncompliance. If no sanctions, fines, penalties or letters of noncompliance were issued, a statement that attests that no sanction, fine, penalty or compliance action has been imposed on the Respondent within the past three (3) years shall be submitted.

2. Shared Scope of Services

General Statement of Expectations - A responsive proposal shall demonstrate understanding of the role and function of the FI service provider. The Respondent shall detail how it or proposed subcontractor(s) will define and perform each required task or deliverable requirement identified in Section II.E of the RFP.

The Departments do not want a rewrite of the RFP scope requirements, since such a proposal would show a lack of understanding of the requirements and an inability to provide appropriate levels of support and guidance for the implementation of this type of project.

2.1. Shared Scope of Service Requirements (RFP Section II.E.1)

2.1.1. To submit a responsive proposal, the Respondent shall provide an overall description of how it intends to provide FI services as described in Sections II.E.1 and Section II.F.

2.1.1.1. Descriptions must consider service level agreements as defined in Section II.F 2.

2.1.2. Employer Experience: A responsive proposal must include a narrative, written from the perspective of an Employer, describing their engagement and experience with the FI Contractor from the point that the Employer was referred to the FI to the point of the Employer's Employee successfully began receiving wages. Please assume that the Employee had errors on their initial timesheet/EVV submission which required resolution and the time from the identification of the errors to the successful resolution.

2.1.3. Employer-Required Tasks

2.1.3.1. The Respondent must provide a detailed narrative of how it will develop, implement, and maintain compliance with each of the required Employer-Required tasks listed in Sections II.E.1.A including a description of the

internal controls it will have in place to ensure that the tasks are being performed accurately and within the timeframes required by the Contract as well as state and federal laws. The detailed narrative for each task must correspond to the order of tasks as presented in Section II.E.1.A of the RFP. In addition, the Respondent must:

- 2.1.3.1.1. Provide, as **Appendix B** of its Programmatic Response, a sample "statement of payments" made to the Employers in accordance with Section II.E.1.C.
- 2.1.3.1.2. Describe its process for verifying compliance with their Employer-Required Tasks in accordance with Section II.E.1.A including an example of any written communication it has or proposes to have with the Employer.
- 2.1.3.1.3. Include, as **Appendix C** of its Programmatic Response, an Employer Orientation Package that meets, at minimum, the requirements of Section II.E.1.A.7.
- 2.1.3.1.4. Describe its process for distributing Employer Orientation Packages to existing and new Employers and its process to ensure Employer Orientation Packages are kept current.
- 2.1.3.1.5. Describe its process for collecting and processing the information contained in the Employer Orientation Packages, including the timeframes associated with such processing.

2.1.4. Payroll-Related Tasks

- 2.1.4.1. The Respondent must provide a detailed narrative of how it will develop, implement, and maintain compliance with each of the Payroll-Related Tasks listed in Section II E.1.B., including a description of the internal controls it would have in place to ensure that the tasks are being performed accurately and within the timeframes required by the Contract as well as state and federal laws. The detailed narrative for each task must correspond to the order of tasks as presented in Section II.E.1.B of the RFP. In addition, the Respondent must:
 - 2.1.4.1.1. Provide, as **Appendix D** of its Programmatic Response, the Respondent's solution for tracking time worked and paying wages for each pay period, in instances where the Employer has been granted an exemption from EVV usage.

2.1.5. Management of Individual Budgets

- 2.1.5.1. The Respondent must provide a detailed narrative of how it will develop, implement, and maintain compliance with each of the required tasks listed in Section II E.1.C., "Management of Individual Budgets". The narrative must include a description of the internal controls it would have in place to ensure that the tasks are being performed accurately and within the timeframes required by the Contract and state and federal laws. The detailed narrative for each task must correspond to the order of tasks as presented in Section II.E.1.C of the RFP. In addition, the Respondent must:
 - 2.1.5.1.1. Provide as **Appendix E** an example of an individual budget variance monthly report designed to inform the Employer about his or her

budget utilization (includes submission to the Departments as needed).

- 2.1.5.1.2. Describe the proposed automated process to support FI internal management of individual budgets and assurances related to how the automated process will be integrated with the payroll processing and other authorized vendor payments.

2.1.6. Administrative Tasks

- 2.1.6.1. The Respondent must provide a detailed narrative of how it will develop, implement, and maintain compliance with each of the Administrative required tasks listed in Section II.E.1.D. including a description of the internal controls it will have in place to ensure that the tasks are performed accurately and within the timeframes required by Section II. F. As part of its narrative, the Respondent must include the following:

- 2.1.6.1.1. The address of the off-site storage facility at which records will be stored; and
- 2.1.6.1.2. A description of how it will ensure all financial records and transactions are maintained pursuant to Generally Accepted Accounting Principles (GAAPs) in accordance with [Sec 3-115](#) State of CT including the reconciliation processes it has in place to ensure accuracy and accountability in all financial transactions.

3. Scope of Service Specific to each Department - DSS, ADS and DDS (Sections II.E.2, E.3 and E.4). To submit a responsive proposal, the Respondent must:

- 3.1 Provide an overall description of how it intends to provide the Department specific FI services as presented in Sections II.E.2, E.3 and E.4 of the RFP taking into consideration the service level agreements as defined in Section II.F.2.
- 3.2 Provide a detailed narrative of how it will develop, implement, and maintain compliance with, each of the claims submission required tasks listed in Section II.E.2 and E. 3. The narrative must describe the internal controls in place to ensure that the tasks are being performed accurately within proposed timeframes.

4. Shared Scope of Service Requirements – Specific to DDS and DSS Medicaid (Sections II.E.5)

The FI is required to utilize an Electronic Visit Verification (EVV) System to process EVV required services as directed by the Departments, which includes payroll processing services. Respondents may choose to integrate their FI systems with the existing DSS EVV solution or propose a new EVV solution. The Respondent must:

- 4.1 Include a detailed narrative that begins with a clear statement of the EVV option proposed by the Respondent. The detailed narrative must describe how the Respondent will develop, implement, and maintain compliance with each of the required tasks listed in Section II.E.5 and response should be submitted in **Appendix F** including the internal controls in place to ensure

that the tasks are being performed accurately and within the timeframes required by the Contract as well as state and federal laws. The detailed narrative for each task must correspond to the order of tasks as presented in Section II.E.5 of the RFP.

4.2 EVV Systems Selection - For Respondents proposing to use the state's EVV solution, a responsive proposal must:

- 4.2.1 Provide detailed justification explaining why the Respondent selected the state's EVV solution. Justification should clearly identify how this option advances Performance Measures as defined in Section II.F.
- 4.2.2 Describe the process for consuming EVV data extracts from the DSS' existing EVV vendor and utilizing the EVV data to process payroll. The process must include a description of how the Respondent will automate the process for comparing EVV data to the individual budgets of service plans to assure that budget authorizations are not exceeded.
- 4.2.3 Provide a detailed explanation of how integration of the EVV system with payroll processing and operations will support the following functionality:
 - 4.2.3.1 Create a process and have system capacity to retrieve EVV files via a secure file transfer protocol (SFTP) site hosted by DSS.
 - 4.2.3.2 Automate a process to compare the data submitted via the EVV system to the Employer's plan of care or individual plan for purposes of processing payroll.
 - 4.2.3.3 Utilize the standard reports in the EVV system to support and manage daily EVV operations for the consumer-directed population, including encouraging EVV system compliance.
 - 4.2.3.4 Concurrently support a paper payroll process for Employers and Employees who have a Department approved accommodation to use paper in lieu of EVV and the electronic payroll process for all other Employees and Employees who are required to use EVV.
 - 4.2.3.5 The ability for the Respondent to manage and produce comprehensive reports regarding non-utilization of EVV. To this end, the Respondent will track monthly compliance at the record level and support the escalation of non-utilization and any related noncompliance with the requirement to use EVV as determined by the Departments;
 - 4.2.3.6 The ability to utilize EVV-generated data to issue reports to Employers, Employees and the Departments.
 - 4.2.3.7 Provide appropriate staffing levels to support the review and correction of visit data and exceptions in accordance with established payroll cycles should the Employer or Employee be unable to use the EVV system.
 - 4.2.3.8 The ability for the Respondent to manage timely manual time reporting for defined instances, as determined by the Departments; and
 - 4.2.3.9 The ability for the Respondent to produce weekly timesheets retained by the EVV system and make them accessible in real time to appropriate users for a time period defined by Departments.

- 4.2.4 The Respondent must describe its organizational capacity to identify data adequacy and/or integrity issues and proactively seek to obtain required information, specifically the Employer's and Participant's physical addresses and the Participant's, Employer's, Employee's and authorized representative's email addresses.
- 4.2.5 The Respondent must explain its proposed process for reconciling paid earned time, vacation time, holiday time, overtime, and/or travel time prior to issuing payment to Employees, regardless of whether the EVV system supports reconciliation at the time of Contract commencement.
- 4.2.6 Describe the transition plan, if applicable, for operationalizing EVV in partnership with DSS' EVV vendor. The transition plan must include:
- 4.2.6.1 A proposed timeline, including specific dates, outlining the plan to have the selected EVV software or system tested and implemented by June 1, 2022. This timeline should include key operational milestones deemed essential by the Respondent, in addition to milestones relative to FI software development required to integrate with the state's EVV system, testing, user/stakeholder, and initial implementation training.
 - 4.2.6.2 A description of how the Respondent will ensure that all EVV system users including Employers, Employees, Departments' staff and other stakeholders are made aware of the best way to contact the Respondent for tier one EVV-related support and how the Respondent will ensure that such information is easily accessible to non-English speakers and those requiring differing communication methods. Tier one EVV-related support includes but is not limited to password resets in the EVV system.
- 4.2.7 The Respondent must describe its plan to provide EVV-related customer service, including a call center, in partnership with the state's EVV vendor, for the benefit of Employers, Employees, state agency staff and other appropriate stakeholders. The description of customer service must include how the Respondent will meet the following criteria:
- 4.2.7.1 How the Respondent will ensure the availability of customer service personnel, including supervisors, where appropriate, for ongoing customer support with capacity to resolve EVV entry problems that otherwise could delay pay as outlined in Section II. E.6;
 - 4.2.7.2 A plan for identifying EVV related issues and a pro-active approach of working with the Employer to correct.
- 4.2.8 The Respondent must explain how it intends to ensure staff are trained on, and maintain compliance with, applicable EVV rules and responsibilities, as defined by the Departments as well as state and federal laws.
- 4.2.9 The Respondent must describe its plan to perform training and outreach activities including:

- 4.2.9.1 A detailed description of the Respondents training and outreach plan to support ongoing Employee and Employer enrollment for review and approval by DSS and DDS;
- 4.2.9.2 A description of how the Respondent will use the EVV Vendor's training documents and tools to deliver education/training to existing and new Employers, Employees, and authorized representatives via webinar, in-person classroom sessions or other methods as agreed to during the transition process. NOTE: The EVV Vendor shall provide one week of Train-the-Trainer training for the FI;
- 4.2.9.3 A description of how the Respondent will incorporate any innovative solutions to ongoing EVV training, which may include, but is not necessarily limited to, internet-based videos and blogs.
- 4.2.9.4 A description of how the Respondent plans to use data exported from the EVV system to automate email, SMS, and telephone calls for notifications, alerts, and reminders to Employers, Employees, and/or authorized representatives; and
- 4.2.9.5 A description of how the Respondent will incorporate, maintain and update EVV information and materials on the Respondent's website.

4.2.10 The Respondent must describe its capacity and plan to generate and provide to the DSS EVV vendor the following data files using the DSS EVV Vendor's standard data specifications which shall be provided to the Respondent upon request following the submission of the Mandatory Letter of Intent.

- 4.2.10.1 Employer file;
- 4.2.10.2 Employee file;
- 4.2.10.3 Employer/Employee crosswalk file;
- 4.2.10.4 Authorized representatives (may be included on Employer file).
- 4.2.10.5 Employee termination data and include this information in the Employer and Employee files.

4.3 For Respondents proposing to build, develop or otherwise implement an EVV system, a responsive proposal must:

- 4.3.1 Include a completed [CT PCA EVV Requirements Matrix](#) included as a hyperlink to this RFP and provide the completed Matrix as **Appendix G** to its response, and in accordance with the instructions provided on the Instructions tab and as described below, explain, in detail, how it plans to develop or otherwise obtain, implement, maintain, and operate an EVV system compliant with the 21st Century Cures Act (CURES), Section 12006, all state and federal accessibility laws, and all additional EVV-related policies established by the Departments.
- 4.3.2 The Respondent should consider federal certification of the EVV system in the proposal. In accordance with the instructions described in the

Instructions tab of the [CT PCA EVV Requirements Matrix](#) included as a hyperlink to this RFP, the Respondent must describe for each requirement detailed in the document how the Respondent's proposed EVV will or will not meet the suggested functionality. In doing so, the Respondent should provide additional context for the anticipated compliance with each requirement. For those requirements in the EVV Requirements Matrix that the Respondent's proposed EVV will not comply, the Respondent should provide a description of an alternative functionality that would meet the goal of the requirement.

- 4.3.3 Describe how the Respondent will ensure that all system users (Employers, Employees, state agency staff and other stakeholders) are made aware of how best to contact the Respondent for EVV-related support. And how the Respondent will ensure that such information is easily accessible to non-English speakers and those requiring differing communication methods.
- 4.3.4 Describe how the Respondent will ensure that all consumer-facing elements of the EVV system, including time verification, and all consumer-facing supplemental documentation including, but not limited to, training materials remain compliant with language access requirements imposed by federal or state law, including Section 1557 of the Patient Protection and Affordable Care Act as well as the applicable regulation at 45 CFR Part 92.
- 4.3.5 Describe how the Respondent will ensure that the EVV system and all supplemental documentation such as training materials remain compliant with accessibility requirements imposed by federal or state law, including Title II of the Americans with Disabilities Act and applicable regulation at 28 CFR Part 35 as well as Section 504 of the Rehabilitation Act of 1973 and applicable regulation at 45 CFR Part 84.
- 4.3.6 Describe process for system maintenance. Specifically, the Respondent must describe how it will address EVV system errors.
- 4.3.7 Describe how the Respondent will ensure staff are trained on, and maintain compliance with, applicable EVV rules and responsibilities, as defined by the Departments.
- 4.3.8 Include a proposed timeline, including specific dates, outlining its plans to have the selected EVV software or system tested and implemented by June 1, 2022. This timeline must include key operational milestones deemed essential by the Respondent, in addition to milestones relative to vendor identification, software development, testing, user/stakeholder initial implementation training, and its EVV implementation.
- 4.3.9 Describe the plan and proposed timeline for training and transitioning all existing Employers and Employees to the proposed EVV system.

- 4.3.10 Include a detailed explanation of how integration of the EVV system with payroll processing and operations will support the following functionality:
 - 4.3.10.1 The ability for the Respondent to manage and produce comprehensive reports regarding non-utilization of EVV. To this end, the Respondent will track monthly compliance at the record level and support the escalation of non-utilization and any related noncompliance with the requirement to use EVV as determined by the Departments;
 - 4.3.10.2 The ability to utilize EVV-generated data to issue reports to Employers, Employees and the Departments;
 - 4.3.10.3 The ability for the Respondent to manage the timely review, approval, and management of any EVV exemptions for certain Employers as may be determined by Departments;
 - 4.3.10.4 The ability for the Respondent to manage timely manual time reporting for defined instances, as determined by the Departments; and
 - 4.3.10.5 The ability for the Respondent to produce weekly timesheets retained by the EVV system and make them accessible to appropriate users for a time period defined by Departments.

- 4.3.11 The Respondent must describe its plan to provide EVV-related customer service, including a call center, to Employers, Employees, state agency staff and other appropriate stakeholders, including how it will meet the following criteria:
 - 4.3.11.1 How the Respondent will ensure the availability of customer service personnel, including supervisors, where appropriate, for ongoing customer support with capacity to resolve EVV entry problems that otherwise could delay pay as outlined in Section II.E.5.

- 4.3.12 The Respondent must describe the method of ongoing training for new Employers and Employees as well as refresher training for existing Employers and Employees. In responding to this question, the Respondent should describe any innovative and various solutions to ongoing EVV training, which may include, but is not necessarily limited to, internet-based videos, blogs, etc. The Respondent should also include any training of staff to provide support through phone or online or other method of communication to EVV users either in coordination with the DSS' EVV system or with the alternative EVV solution proposed.

- 4.3.13 The Respondent must explain its proposed process for reconciling paid earned time, vacation time, holiday time, overtime, and/or travel time prior to issuing payment to Employees, regardless of whether the EVV system supports reconciliation at the time of Contract commencement.

5. Customer Care [Note: This response is related to general customer care and does not include care related to EVV implementation and usage. Respondents should describe EVV customer care including the call center in the EVV section of the submission].

- 5.1 The Respondent must describe how the customer service unit and call center will meet each requirement of Section II.E.6. and Section II. F. As part of its response, the Respondent must include the following:
- 5.1.1 How the Respondent will ensure compliance with the responsibilities listed at Section II.E and Performance Measures in Section II.F. As part of this description, the Respondent must include a general summary, including the core philosophy and tenets of the Respondent's proposed Customer Service Plan.
 - 5.1.2 A description of the specific customer service metrics it will track, along with how it intends to use these metrics to gauge the success of its customer service efforts and execute ongoing programmatic improvement efforts. The Respondent will reference the submitted Organizational Chart to indicate where and how staff will shift in function to address surge in calls to Customer Service.
 - 5.1.3 A description of its quality assurance plan as directly related to reasonable customer service response times, including call wait times, and its plan to address deficiencies regarding customer service response times. Note that a reasonable wait time in the State of Connecticut is no more than 10 minutes. Plan should also address the quality of service provided, and ability to resolve the caller's needs efficiently.
 - 5.1.4 A description of how the Respondent will incorporate the roles of the Customer Service Supervisor and the Liaisons, and to align with the requirements of these roles described in **Section 6 below**.
 - 5.1.5 A description of how the Respondent will develop and maintain a local presence, physical and otherwise, throughout the State of Connecticut, including as it pertains to quality assurance of customer service for Employers and/or Employees.
 - 5.1.6 A description of how the Respondent will involve stakeholders in the quality improvement procedures and modify practice based on stakeholder feedback.
 - 5.1.7 A description of how the Respondent will ensure that its customer service resources are made accessible for a wide range of linguistically, culturally, and geographically diverse individuals with varying abilities, needs, and communication methods.
 - 5.1.8 A description of how the Respondent will allocate sufficient and adequate customer service resources to handle a significant volume of inquiries related to both the initial transfer of consumers by the Contract start

date and the initial implementation of the EVV system. In addition, the Respondent shall specifically note:

- 5.1.8.1 Its plan to accommodate a large number of non-English inquiries.
 - 5.1.8.2 Any and all relevant contingency plan(s) in the event that demand for customer service support exceeds available resources, as well as a description for how and when such contingency plan(s) may be invoked.
 - 5.1.8.3 A description of how the Respondent plans to accept, address, prioritize, escalate, and resolve pay issues as reported by DSS, DDS, ADS, the Employer, the Employee, or other interested party, and how the Respondent would determine how to address or prevent similar future pay issues based on that resolution.
- 5.1.9 Attach as **Appendix H** the Respondent's proposed complaint and grievance policy. In addition to providing the complaint and grievance policy, provide a description for how the Respondent will appropriately analyze, escalate, and resolve complaints/grievances and provide documentation thereof, upon request of the complainant and/or a state agency. The Respondent should include a description of its methodology for regularly reviewing and interpreting complaint and grievance data in order to continually improve applicable policies and procedures.
- 5.1.10 A responsive proposal must include a detailed narrative describing the proposed plan to have or establish during the transition period, at least one (1) physical office located in Connecticut. The office must be located on an accessible bus route with an accessible entrance and, at a minimum, be open to serve Employers and Employees from 8:00 am – 5:00 pm, Monday through Friday, with after-hour availability upon request. The plan must include the following:
- 5.1.10.1 A general description of how the Respondent intends to ensure statewide accessible, culturally appropriate support for Participants, Employers and Employees in need of customer service.
 - 5.1.10.2 A justification for the one or more specific locations of properties to be used for this purpose.
 - 5.1.10.3 A listing of accessible office locations the Respondent intends to use for in-person customer service activities, clearly differentiating between commercial properties currently owned/leased by the Respondent, versus properties the Respondent intends to open at a future date in order to fulfill its contractual obligation.
 - 5.1.10.4 A plan to accommodate Participants, Employers and Employees who require flexibility of location and time to meet
 - 5.1.10.5 The approximate number of staff working at each location, in addition to each location's approximate maximum visitor capacity.

- 5.1.10.6 A proposed timeline for the identification, lease/purchase, and opening date of future locations, in the event of a contract award.
- 5.1.10.7 Any additional information the Respondent deems appropriate, such as locations' accessibility information, proximity to public transportation, colocation with other services, etc.

6. Staffing Requirements

The Departments recognize that the success of this project relies heavily on the quality of staff selected by the resultant Contractor. It is expected that the resultant Contractor will employ a diverse and culturally and linguistically competent workforce, including those with lived experience.

- 6.1. A responsive proposal must include a proposed organizational structure and staffing plan to perform all Contractor Responsibilities set forth in Section II.D. Specifically, the response must include:
 - 6.1.1 An organizational chart attached as **Appendix I** that identifies Key Personnel senior managers, and other staff by title to be assigned to accomplish the Contractor Responsibilities described in Section II.E.
 - 6.1.2 A sample staffing model representative of how the Respondent intends to provide FI services to all Participants across the state referred to the FI by DSS, DSS or ADS, including how it plans to incorporate the roles of the Contract Manager, Customer Service Supervisor, EVV Manager/Coordinator, Employer Liaison, Employee Liaison, and Quality Assurance Manager.
 - 6.1.3 The number of full-time equivalent (FTEs) for supervision, administration, customer service, and payroll positions.
 - 6.1.4 The titles, job responsibilities, and qualifications for staff directly responsible for ensuring compliance with all billing requirements.
 - 6.1.5 A description of the Respondent's recruitment plans, specifying which roles and personnel will be specific to Connecticut, contrasted against any roles or personnel that will not be physically present in Connecticut for the majority of their duties in fulfilling the responsibilities in Section II.E.
 - 6.1.5.1 Include timelines to recruit staff for any Key Personnel positions not currently filled, and job descriptions and qualifications for each Key Personnel position (job descriptions shall be submitted as attachments).
 - 6.1.5.2 Include the Respondent's assumptions regarding staff turnover rates and how the Respondent intends to minimize excessive staff turnover.
 - 6.1.6 A description of how the Respondent will recruit and hire multi-language staff;

- 6.1.7 A description of the Respondent's customer service training curriculum; processes and procedures for the onboarding of staff , and customer service scripts or other external scripts to ensure consistency and effective delivery of customer service specific to regions across Connecticut.
- 6.2. A description of the initial and ongoing training for all staff involved in the Contract, including subcontractors. The description must include:
 - 6.2.1 Any special considerations made by the Respondent if it intends to significantly expand its staff, if awarded the Contract.
 - 6.2.2 Any special considerations made by the Respondent if it does not currently have a presence in Connecticut and intends to significantly expand its physical presence in Connecticut; and
 - 6.2.3 The plan for ensuring all staff and subcontractors are aware of and comply with the policies, procedures, and regulations specific to the self-directed programs in the State and Connecticut's Department of Labor;
 - 6.2.4 A description of the documentation that will be maintained to record participation in training; and
 - 6.2.5 As **Appendix J**, a curriculum of training for staff or other sample documentation related to staff training.

7. Quality Management

- 7.1. A responsive proposal must include a description of how the Respondent intends to comply with the Quality Management functions outlined in Section II.D.8. The Respondent shall provide:
 - 7.1.1. A general description of the Respondent's methodology for applying Quality Management principles in all aspects of its service delivery system, including that of any vendors.
 - 7.1.2. A detailed narrative of how the Respondent will develop, implement, and maintain compliance with each of the required tasks listed in Section II.E.8 and Section II.F including a description of the internal controls it has in place to ensure that the tasks are performed accurately and within required timeframes [TBD] and that policies and procedures are reviewed and updated on a regular basis.
 - 7.1.3. A description or summary, not to exceed two pages, of the contents of the Respondent's Fiscal Intermediary Policies and Procedures Manual, or comparable policies and procedures substantially similar to a Fiscal Intermediary Policies and Procedures Manual, and an attestation,

provided as **Appendix K**, that the Respondent's policies and procedures manual will meet the requirements of Section II. E.8 and Section II.F.

- 7.1.4. A copy, as **Appendix L**, of the Respondent's proposed Quality Assurance (QA) work plan that describes all QA activities the Respondent intends to perform during the Contract year. The Respondent is encouraged to include in its work plan the following:
 - 7.1.4.1. Other QA activities that strengthen internal controls.
 - 7.1.4.2. Measures to promote efficiency and accuracy in the delivery of services; and
 - 7.1.4.3. Systems and protocols for the prevention, identification, and mitigation of waste, fraud, abuse, and errors including the use of Admission, Discharge and Transfer of electronic data.
- 7.1.5. A copy, as **Appendix M**, of its most recent Consumer Satisfaction Survey, or any other related document intended to obtain customer satisfaction information, distributed to individuals it has served and the results of such survey, including any action the Respondent took in response to the survey to improve or change its business practices.
- 7.1.6. A description of the Respondent's plan to meaningfully integrate stakeholder feedback into improved practices

8. Reporting, Technology, and Data Management [Note: This section does not include responses related to EVV]

- 8.1 The Respondent shall describe its capacity to perform the information management and reporting functions specified in Section II.E.9, including maintaining data and producing the required reports described at Section II.F.3 and any other reports requested by DSS, ADS and DDS, by describing its current and proposed information systems and software to be used. A responsive proposal must:
 - 8.1.1 Describe its information system and architecture, including the name of the systems and the vendors the Respondent uses for hardware, billing, customer service, financial systems, and reporting. Describe the technical qualifications of staff operating the information system(s).
 - 8.1.2 Describe the use of its information system(s) for day-to-day management of operations and long-term planning of the key organization functions described in each of the sections under the Contract.
 - 8.1.3 Describe how its Management Information Systems will satisfy the requirements noted in Section II.E.9, but not limited to:
 - 8.1.3.1 The name and description of all software used to perform the functions described in Section II.F. The Respondent must specify whether such software is currently used by the Respondent and in what capacity or whether it needs to be purchased.

- 8.1.3.2 A description of how the Respondent's software has the capacity to serve the volume of the Participants and Employers served by DDS, DSS, ADS including the ability to provide a user-facing portal for real time reporting of data set including but not limited to expenditures.
 - 8.1.3.3 A description of how the Respondent's software will satisfy all payment, authorization tracking, and unique identifier requirements noted in Section II. D.9.
 - 8.1.3.4 A description of how the Respondent intends to ensure that its software can track and integrate applicable EVV data noted in Section II.C.10 and transmit data to other systems as required by DSS, DDS, ADS.
- 8.1.4 A description of how data pertaining to Individual Employers, Employees, and data in the aggregate, is collected, retrieved, and compiled for reporting purposes.
- 8.1.5 Describe its process for utilizing the State's Eligibility Verification System (IMPACT), the online Husky Member eligibility verification system, and all other pertinent online transactions accessible to providers participating in DSS programs.

9. Cost Proposal (No page limitations)

Financial Requirements: A responsive proposal must include information about the Respondent's fiscal stability, accounting and financial reporting systems, and relevant business practices.

No cost information or other financial information may be included in any other portion of the proposal. Any proposal that fails to adhere to this requirement may be disqualified as non-responsive. Each proposal must include cost information and other financial information in the following order:

9.1. Audited Financial Statements

To submit a responsive proposal, the Respondent shall provide two (2) most recent annual financial statements prepared by an independent Certified Public Accountant and reviewed or audited in accordance with Generally Accepted Accounting Principles (GAAP). The copies shall include all applicable financial statements, auditor's reports, management letters, and any corresponding reissued components. The Department reserves the right to reject the proposal of any Respondent that is not financially viable based on the assessment of the annual financial statements. The Respondent must include, as **Appendix N** the Audit Financial statements, as part of Cost Proposal.

9.2. Financial Capacity

Describe the Respondent's financial capacity to properly isolate contract-related income and expenditures. Discuss the internal controls used to ensure that a thorough record of expenditures can be provided for purposes of an audit.

9.3. Financial Policies and Procedures

Include Respondent's financial policies and procedures. All State agencies entering into contracts, grants, or other agreements with organizations that receive funding from the State of Connecticut must implement the provisions of cost standards. More information about the cost standards is available on OPM's web site: [Cost Standards](#). The Respondent's Cost Allocation Plan, as specified in the Cost Standards, should be included in the Financial Policies and Procedures. The Respondent must include as **Appendix O** the Financial Policies and Procedures, as part of Financial Requirements.

9.4. Budget Requirements

All proposed costs are subject to the standards developed by the State Office of Policy and Management for determining the cost of contracts, grants, and other agreements with organizations that receive funding from the State. Be advised that the cost proposal is subject to revision prior to contract execution in order to ensure compliance with the OPM cost standards. More information about the cost standards is available on OPM's web site: [Cost Standards](#)

To submit a responsive proposal, The Respondent must complete and include as **Appendix P** the [Fiscal Intermediary Budget Template](#). To complete the FIS Budget Template, the Respondent must refer to the [Fiscal Intermediary Budget Template](#) and [FIS Budget Template Instructions](#) embedded hereto as hyperlinks, and to the requirements' submission below.

- 9.4.1. To submit a responsive proposal, The Respondent must provide a cost response that includes the Respondent's proposed Administrative Fee for its performance of the Administrative Tasks, Employer Required Tasks, and Payroll Related Tasks specified in this RFP that it calculates is necessary to reimburse it for the performance of these functions. The cost response must include budget and narrative.
- 9.4.2. The Respondent must also provide with its cost response, the Respondent's proposed one-time payment the Respondent calculates is necessary to reimburse the Respondent for costs associated with integrating the State's EVV system or implementing the Respondent's EVV system as well as transitional costs to support a transition period that shall not exceed six (6) months.
- 9.4.3. As part of its Cost Response, the Respondent must include a detailed and itemized budget for all costs by function and FTE associated with its performance of all functions covered under this RFP both as related to costs incorporated into the Administrative Fee including start up costs associated with the integration of the FI systems with the State's EVV system or implementing the Respondent's EVV system and costs associated with the transition plan.
 - 9.4.3.1 The detailed and itemized budget must include a separate description of the actual, anticipated, or estimated cost for EVV-related functions and associated components, including implementation, maintenance, initial training, ongoing trainings, training materials, certification costs, and other costs as applicable that are incorporated into the Respondent's proposed

Administrative Fee and/or the Respondent's proposed one-time start up payment, as applicable.

9.4.4. Cost Response must be presented with 2 options:

- 9.4.4.1 Flat fee annual functional costs; and
- 9.4.4.2 Per member per month
- 9.4.4.3 The Cost Response must include the one-time costs associated with a not to exceed 6-month transition, including costs associated with EVV.

9.4.5. The Respondent must create a document and include as **Appendix Q** of its Cost Response, a completed Cost Response statement that sets forth the following information providing both a per member/per month cost response as well as an alternative flat fee with functional line by line detail per year based on the Departments' estimates of members served per year:

9.4.5.1. Per member/ per month Cost Response

9.4.5.1.1. The Respondent's proposed per member/per month Administrative Fee for performing the Administrative Tasks, Employer Required Tasks, and Payroll-Related Tasks specified in this RFP must include actual, anticipated or estimated fees proposed by entering cost data on following schedule This cost should assume:

- 9.4.5.1.1.1. 7,605 Participants with payroll and individual budgets with providers/vendor payments \$___ per month;
- 9.4.5.1.1.2 1,500 Participants who have individual budgets with providers/vendor/no payroll \$___ per month;
- 9.4.5.1.1.3 760 Employers require close out fee for terminations or transfers \$ ___ per Participant;
- 9.4.5.1.1.4 1300 Employers require set up/training fee for new Participants hiring staff \$ ____; and
- 9.4.5.1.1.5 Any issue regarding reimbursement category disputes and exceptions shall be communicated by the successful respondent in writing to the Department for resolution within the existing rate structure
- 9.4.5.1.1.6 The Contractor shall separately bill any one-time (initial) set up/training fee of each Participant's account.

9.4.5.2. Annual Flat Administrative Fee Cost Response

9.4.5.2.1. The Respondent's proposed annual flat Administrative Fee for performing the Administrative Tasks, Employer Required Tasks, and Payroll-Related Tasks specified in this RFP. This cost should assume 7,605 Employers in year 1 with 14,000 Employees with weekly payroll. In addition, the administrative fee should assume an additional 1,500 Participants who are not Employers require support to managing their individual budgets and pay vendors.

9.4.5.2.2. One time startup payment to support up to a 6-month transition.

- 9.4.5.2.2.1. The portion of the Respondent's proposed one-time startup payment that is related to its integration of the State's EVV functions as well as costs associated with the transition plan.
- 9.4.5.2.3. The Respondent must also include, as **Appendix R** of its Cost Response, a copy of its most recent Uniform Financial Statement that includes its line-by-line expenditures and revenue for its Fiscal Intermediary program.

SECTION V. MANDATORY PROVISIONS

A. POS STANDARD CONTRACT, PARTS I AND II

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with the provisions of Parts I and II of the State's "standard contract" for POS:

Part I of the standard contract is maintained by the Department and will include the scope of services, contract performance, quality assurance, reports, terms of payment, budget, and other program-specific provisions of any resulting POS contract. A sample of Part I is available from the Department's Official Contact upon request.

Part II of the standard contract is maintained by OPM and includes the mandatory terms and conditions of the POS contract. Part II is available on OPM's website at: [POS Standard Contract Part II](#)

Note:

Included in Part II of the standard contract is the State Elections Enforcement Commission's notice (pursuant to C.G.S. § 9-612(g)(2)) advising executive branch State contractors and prospective State contractors of the ban on campaign contributions and solicitations. If a respondent is awarded an opportunity to negotiate a contract with the Department and the resulting contract has an anticipated value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts has an anticipated value of \$100,000 or more, the respondent must inform the respondent's principals of the contents of the SEEC notice.

Part I of the standard contract may be amended by means of a written instrument signed by the Department, the selected respondent (contractor), and, if required, the Attorney General's Office. Part II of the standard contract may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General's Office.

■ B. ASSURANCES

By submitting a proposal in response to this RFP, a respondent implicitly gives the following assurances:

- 1. Collusion.** The respondent represents and warrants that the respondent did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The respondent further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the respondent's proposal. The respondent also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
- 2. State Officials and Employees.** The respondent certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Agency may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received

by any of the aforementioned officials or employees from the respondent, contractor, or its agents or employees.

- 3. Competitors.** The respondent assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the respondent to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The respondent further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the respondent knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.
- 4. Validity of Proposal.** The respondent certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Agency may include the proposal, by reference or otherwise, into any contract with the successful respondent.
- 5. Press Releases.** The respondent agrees to obtain prior written consent and approval of the agency with which it is entering into a contract for press releases that relate in any manner to this RFP or any resultant contract.

■ C. TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, a respondent implicitly agrees to comply with the following terms and conditions:

- 1. Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
- 2. Preparation Expenses.** Neither the State nor the Agency shall assume any liability for expenses incurred by a respondent in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
- 3. Exclusion of Taxes.** The Agency is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Respondents are liable for any other applicable taxes.
- 4. Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
- 5. Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Agency may request and authorize respondents to submit written clarification of their proposals, in a manner or format prescribed by the Agency, and at the respondent's expense.

- 6. Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Agency. The Agency may ask a respondent to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Agency. At its sole discretion, the Agency may limit the number of respondents invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per respondent.
- 7. Presentation of Supporting Evidence.** If requested by the Agency, a respondent must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Agency may make onsite visits to an operational facility or facilities of a respondent to evaluate further the respondent's capability to perform the duties required by this RFP. At its discretion, the Agency may also check or contact any reference provided by the respondent.
- 8. RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Agency or confer any rights on any respondent unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the respondent and the Agency and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the respondent or for payment of services under the terms of the contract until the successful respondent is notified that the contract has been accepted and approved by the Agency and, if required, by the Attorney General's Office.

■ D. RIGHTS RESERVED TO THE STATE

By submitting a proposal in response to this RFP, a respondent implicitly accepts that the following rights are reserved to the State:

- 1. Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Agency.
- 2. Amending or Canceling RFP.** The Agency reserves the right to amend or cancel this RFP on any date and at any time, if the Agency deems it to be necessary, appropriate, or otherwise in the best interests of the State.
- 3. No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, the Agency may reopen the procurement process, if it is determined to be in the best interests of the State.
- 4. Award and Rejection of Proposals.** The Agency reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Agency may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Agency reserves the right to reject the proposal of any respondent who submits a proposal after the submission date and time.
- 5. Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property

of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.

- 6. Contract Negotiation.** The Agency reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Agency further reserves the right to contract with one or more respondent for such services. After reviewing the scored criteria, the Agency may seek Best and Final Offers (BFO) on cost from respondents. The Agency may set parameters on any BFOs received.
- 7. Clerical Errors in Award.** The Agency reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a respondent and subsequently awarding the contract to another respondent. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial respondent is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the respondent.
- 8. Key Personnel.** When the Agency is the sole funder of a purchased service, the Agency reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Agency also reserves the right to approve replacements for key personnel who have terminated employment. The Agency further reserves the right to require the removal and replacement of any of the respondent's key personnel who do not perform adequately, regardless of whether they were previously approved by the Agency.

■ E. STATUTORY AND REGULATORY COMPLIANCE

By submitting a proposal in response to this RFP, the respondent implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

- 1. Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Respondents are generally advised not to include in their proposals any confidential information. If the respondent indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The respondent has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a respondent may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.
- 2. Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.

3. Consulting Agreements, C.G.S. § 4a-81. Consulting Agreements Representation, C.G.S. § 4a-81. Pursuant to C.G.S. §§ 4a-81 the successful contracting party shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as true to the best knowledge and belief of the person signing the resulting contract and shall be subject to the penalties of false statement.

4. Campaign Contribution Restriction, C.G.S. § 9-612. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the resulting contract must represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations." Such notice is available at https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf

5. Gifts, C.G.S. § 4-252. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

Any Respondent or respondent that does not agree to the representations required under this section shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked respondent or the next lowest responsible qualified Respondent or seek new bids or proposals.

- 6. Iran Energy Investment Certification C.G.S. § 4-252(a).** Pursuant to C.G.S. § 4-252(a), the successful contracting party shall certify the following: (a) that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date. (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the resulting contract.
- 7. Nondiscrimination Certification, C.G.S. § 4a-60 and 4a-60a.** If a Respondent is awarded an opportunity to negotiate a contract, the respondent must provide the State agency with *written representation* in the resulting contract that certifies the Respondent complies with the State's nondiscrimination agreements and warranties. This nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the resulting contract, or (B) providing an affirmative response in the required online bid or response to a proposal question, if applicable, which asks if the contractor understands its obligations. If a Respondent or vendor refuses to agree to this representation, such Respondent or vendor shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified Respondent or seek new bids or proposals.
- 8. Access to Data for State Auditors.** The Contractor shall provide to OPM access to any data, as defined in C.G.S. § 4e-1, concerning the resulting contract that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by OPM [or the Client Agency] and the State Auditors of Public Accounts at no additional cost.

SECTION VI. APPENDIX

■ A. ABBREVIATIONS / ACRONYMS / DEFINITIONS

C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunity (CT)
CT	Connecticut
CMS	Center for Medicare and Medicaid Services (US)
DAS	Department of Administrative Services (CT)
ADS	Department of Aging and Disability Services
DDS	Department of Development Services
DSS	Department of Social Services
EVV	Electronic Visit Verification system
FI	Fiscal Intermediary
FIS	Fiscal Intermediary Services
FOIA	Freedom of Information Act (CT)
IRS	Internal Revenue Service (US)
LOI	Letter of Intent
HIPPA	Health Insurance Portability and Accountability Act
MMIS	Medicaid Management Information System
OAG	Office of the Attorney General
OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)
POS	Purchase of Service
P.A.	Public Act (CT)
RFP	Request For Proposal
SEEC	State Elections Enforcement Commission (CT)
SFTP	Secure File Transfer Protocol
U.S.	United States

- **Ad-hoc Report:** A report that has not been previously produced and which may require specifications to be written, development and testing prior to production to complete.
- **Centers for Medicare & Medicaid Services (CMS):** The Centers for Medicare and Medicaid Services (CMS) is a division within the United States Department of Health and Human Services ("HHS"). CMS oversees programs including Medicaid, and the Children's Health Insurance Program ("CHIP").
- **Claim:** A claim is the request for reimbursement for wages paid to Employers and Providers from the state's Medicaid Management Information System.
- **Commissioners:** The statutory leaders, appointed by the Governor of the State of Connecticut, in charge of the Departments of Social Services, Department of Developmental Services, and Department of Aging and Disability Services.
- **Contractor:** A private provider organization, CT State agency, or municipality that enters into a POS contract with DDS, DSS or ADs as a result of this RFP.

- Department: When used singularly, refers to the Department of Social Services (DSS). When used plural "Departments" refers collectively to DSS, DDS and ADS.
- Employee: The support staff hired by the Employer.
- Employer: The Participant/family member or responsible person who self-hires the Employee to provide personal care services or direct support and provides all other employer related responsibilities including supervision and approval of time worked.
- Fiscal Intermediary: An entity that acts as an agent between a Participant and the Departments for the purpose of assisting the Employer to manage and distribute funds in accordance with the Participant's budget. An FI provides support with all of the financial responsibilities of being an Employer.
- Health Insurance Portability and Accountability Act of 1996 (HIPAA): Federal law that protects individual's medical records and other personal health information.
- HUSKY Health (Medicaid, Children's Health Insurance Program): HUSKY Health is DSS's comprehensive health care benefit package that is currently comprised of the following components, which are Connecticut's Medicaid and Children's Health Insurance Programs:
 - HUSKY A – Medicaid coverage groups for parents, caregivers and children
 - HUSKY B – Children's Health Insurance Program (CHIP)
 - HUSKY C – Medicaid coverage groups for aged, blind or disabled individuals
 - HUSKY D – Medicaid coverage groups for non-caretaker adults, previously referred to as Medicaid for Low Income Adults (LIA); Connecticut's Affordable Care Act eligibility expansion group;
 - Limited Eligibility Groups (Medicaid) – HUSKY Health also provides coverage for the following:
 - Tuberculosis group – for TB services only.
 - Family Planning group – coverage for household incomes of up to 263% FPL for certain services including doctor's visits for family planning or related services; sterilization; contraceptive services and supplies.
- Key Personnel: Key management personnel are employees who have the authority to directly or indirectly plan and control business operations.
- Medicaid: It means the program operated by the Department pursuant to section 17b-260 of the Connecticut General Statutes and authorized by Title XIX of the Social Security Act.
- Medicaid Management Information System (MMIS): DSS' automated claims processing and information retrieval system certified by CMS and operated by a contractor of DSS. It is organized into six function areas--Member, Provider, Claims, Reference, Management and Administrative Reporting subsystem (MAR) and Surveillance and Utilization Review subsystem (SUR).
- Member: An individual eligible for coverage under HUSKY Health.

- Participant- The individual eligible for and receiving self-directed services from one of the Departments participating in this RFP. The Participant may also be the Employer but not always.
- Related Party: A person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between the Respondent or "Respondent's Parties" include but are not limited to: (a) Real estate sales or leases; (b) leases for equipment, vehicles or household furnishings; (c) Mortgages, loans and working capital loans; and (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.
- Respondent: A private provider organization, CT State agency, or municipality that has submitted a proposal to the Department in response to this RFP
- Respondent's Parties: A Respondent's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Respondent is in privity of oral or written contract (e.g. subcontractor) and the Respondent intends for such other person or entity to perform services under the resultant contract in any capacity. For the purpose of this RFP, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
- Prospective Respondent: A private provider organization, CT State agency, or municipality that may submit a proposal to the Department in response to this RFP, but has not yet done so
- Provider: A person or entity under an agreement with one or more of the Departments to provide services to people served by the respective Departments
- Self-determination: It is a national movement about rights and personal freedom. Self-determination is an approach to service delivery that supports people with disabilities to live the lives they desire. Self-determination helps people, their families and friends determine their future, design their own support plans, choose the assistance they need to live full lives and control a personal budget for their supports.
- Self-Direction is a service delivery system where services are provided to individuals to assist the individual with the management of their authorized services budget; hiring their own staff and becoming an Employer; purchasing supports from a traditional agency, from an Agency with Choice, or a combination of these approaches.
- State Fiscal Year (SFY): July 1st through June 30th of the following calendar year.
- Subcontractor: an individual (other than an Employee of the contractor) or business entity hired by the contractor to provide a specific health or human service in the contract between with the Departments resulting from this RFP.

- Vendor: A person or entity under an agreement with one or more of the Departments to provide services to people served by the respective Departments.